

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street

Colusa, CA 95932

(530) 458-7791 FAX (530) 458-4030

AGENDA

**Board of Trustees Regular Meeting
DISTRICT OFFICE CONFERENCE ROOM**

August 9, 2016

6:00 p.m. Open Session with Closed Session to Follow

**PUBLIC COPY OF BOARD PACKET IS AVAILABLE FOR INSPECTION
AT THE CUSD DISTRICT OFFICE LOCATED AT 745 TENTH ST., COLUSA**

All meetings of the Governing Board are open to the general public, with the exception of the Closed Sessions, which are held to consider those items specifically exempt under the Ralph M. Brown Act. Anyone planning to attend a meeting who has a disability and needs special assistance should call the Superintendent's Office, 458-7791, at least 3 days in advance to make special arrangements.

Spanish translation is available at Regular Session Board Meetings. To arrange for translation services, please call the Superintendent's Office, 458-7791, at least 3 days in advance. [Se ofrece traducción en Español para la junta regular de la mesa directiva. Para solicitar servicios de traducción al español, por favor llame a la Oficina del Superintendente, al 458-7791, con 3 días de anticipación por lo menos.]

6:00 P.M. OPEN SESSION

A. Call to Order

B. Hearing of Public for items on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak before the item is discussed or voted upon. To assure your right to address any action item, please notify the Superintendent's Office of your desire to speak by noon of the day prior to the Board Meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

C. Hearing of Public for items not on the Agenda

The Board encourages public comment concerning any item of importance and will recognize requests to speak on items not appearing on the Agenda. Speakers should be aware that the board may not be prepared to comment on the issues they raise, but may request those items to be properly agendaized for inclusion in the discussions at a future meeting. Those requesting to address the Board in advance will be granted up to five minutes to speak. Others will be limited to a total of three minutes.

D. Reports:

1. Recognitions & Celebrations

2. President's Report

a. Board of Trustee Time - *this is the time for individual Trustees to report on their Committee's activities and to specify any items they would like to see on the agenda for the next meeting*

1. CRAF – Charles Yerxa
2. Friends of Music – Lincoln Forry & Terry Bressler
3. Friends of Ag – Kathie Whitesell & Kelli Griffith-Garcia
4. SELPA – Kathie Whitesell & Terry Bressler
5. Grounds – Lincoln Forry

3. Superintendent's Report

a. Improving Achievement *(Standing Item)*

1. 16-17 LCAP Update/Report from Sanger USD Training
2. FPM Update – Required Meetings

b. Management *(Standing Item)*

1. Bond Update

c. Budget (*Standing Item*)
1. Budget Update

- E. CSEA (California School Employee Assn.) Representative's Report
- F. CEA (California Educators Association) Representative's Report
- G. Information/Discussion/Possible Action Items
 - 1. Consider Approval of Notice of Completion for ABS Builders, Inc. for CHS Ag Barn
 - 2. Consider Approval of Entek Consulting Group, Inc. Agreement for Professional Hazardous Material Abatement Services
 - 3. Consider Approval of Warrants: Batch # 1- 5
 - 4. Consider Approval of Board Policies and Administrative Regulations:
 - a. Second Reading of BP 3515.7 – Firearms on School Grounds
 - b. Second Reading of E 3515.7 – Firearms on School Grounds
- H. Motion to Approve Items on the Consent Action Agenda
 - 1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
 - a. July 12, 2016 Meeting Minutes
 - b. July 26, 2016 Meeting Minutes
 - c. Personnel Assignment Order 2016-2017 #1
 - d. June/July Payroll
 - e. Developer Fee Report
 - f. General Fund 01 Budget Revision
 - g. Fund 13 Budget Revision
 - h. ASB Fund Statement
- I. Hearing of the Public for Matters on Closed Session Agenda
- J. Adjourn to Closed Session to consider and/or take action upon any of the following items:
 - 1. Student Matters:
 - a. Inter District Transfers (*Standing item-information*)
 - 2. Personnel Matters:
 - a. Public Employment
 - 1. 2016-2017 New Hires
 - b. Public Employee Discipline/Dismissal/Release/Resignation
 - 1. Resignations
 - 3. Negotiations:
Instruction to District Negotiators (Executive Session of School Board and its designated representatives for the purpose of discussing its position regarding matters within the scope of representation and instructing its designated representatives)
 - 4. Possible/Pending Litigation
- K. Reconvene Open Session
- L. Adjournment of the Meeting

Recording Requested by:
Mr. Dwayne Newman
Superintendent
For the benefit of
Colusa Unified School District
No Fee – Government Code §§ 6103 and 27383

When recorded return to:
Dwayne Newman, Superintendent
Colusa Unified School District
745 10th Street
Colusa, CA 95932

August 9, 2016

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

- That the work of improvements on the real property hereinafter described, consisting of construction of the **Colusa High School Ag Barn Site Utilities** was completed and accepted by the Governing Board of Colusa Unified School District, on the 9th of August, 2016;
- That the name and address of the Owner of said property is as follows: Colusa Unified School District, 745 10th Street, Colusa, CA 95932. That the nature of its title to said property is a fee simple interest;
- That the name of the original contractor for the work of improvement as a whole is ABS Builders, Inc.;
- That the property herein referred to, located in the County of Colusa, California, Colusa High School, 901 Colus Ave., Colusa, CA 95932, APN 002-080-005-000 is a portion of the Colusa Unified School District property.

Colusa Unified School District
State of California

“I certify (or declare) under penalty of perjury that the foregoing is true and correct.”

Date

Dwayne Newman
Superintendent

AGREEMENT

Between

Colusa Unified School District

And

Entek Consulting Group, Inc.

For

**Professional Hazardous Material
Abatement Monitoring Services**

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COLUSA UNIFIED SCHOOL DISTRICT

Professional Hazardous Material Abatement Consultation Services

THIS AGREEMENT, made in three copies on August 9, 2016 by and between Colusa Unified School District, California, hereinafter called the Owner, and Entek Consulting Group, Inc., hereinafter called the Consultant.

Owner desires to retain the Consultant for professional hazardous material abatement consultation to provide the following services: On-site project management during construction of abatement work, sampling as required, and abatement subcontractor closeout documentation.

ARTICLE 1. DEFINITIONS

- A. OWNER: The Colusa Unified School District.
- B. CONSULTANT: Entek Consulting Group, Inc. the organization providing those professional services associated with the handling and abatement of hazardous materials as described in Article 2.
- C. OWNER'S PROJECT MANAGERS – Capital Program Management, Inc. (PM): The agent appointed by Owner as Owner's representative(s) to provide overall project management during the design and construction phases of the Project.
- D. ARCHITECT-ENGINEER (A-E): The organization providing those professional design services associated with construction, alteration, or repair of real property.
- E. CONTRACTOR: The construction contractor who receives the contract award for construction of the Project, as defined below.
- F. PROJECT: Professional hazardous material abatement consulting services at District facilities.

ARTICLE 2. BASIC AND ADDITIONAL SERVICES OF THE CONSULTANT

- A. A full description of the Consultant's Basic and Additional Services are described in Exhibit "B" to this Agreement, incorporated herein by reference.

ARTICLE 3. INDEPENDENT CONTRACTOR

A. Consultant shall, as part of the basic professional services, furnish, at its expense, the services of other necessary design professionals acceptable to the Owner, properly skilled and licensed in the various aspects of environmental consulting and laboratory analysis. Consultant shall be responsible to Owner for the acts and omissions of its employees, sub-consultants, and their agents and employees, and other persons performing any of the work under this Agreement.

B. Consultant shall be an independent contractor, and neither Consultant nor any employee of Consultant or its sub-consultants shall be deemed to be an employee of Owner, and are not entitled to benefits of any kind or nature provided by Owner to its employees, including, but not limited to, State Unemployment Compensation or Worker's Compensation.

C. Consultant shall neither assign its right nor delegate its duties under this Agreement without prior written consent of Owner. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement. Consultant shall not subcontract any of the work to be performed or services to be rendered without the prior consent of Owner. Neither amendments to nor modifications of this Agreement shall be effective unless signed by officials of Consultant and Owner having authority equal to or greater than that of the officials signing this Agreement.

D. Consultant affirms that, to the best of its knowledge, there exists no actual or potential conflict between family, business, or financial interests of Consultant and services under this Agreement. In the event of change in either interests or services under this Agreement, Consultant affirms that it will raise with the Owner any question regarding possible conflict of interest which may arise as a result of such change.

E. At its sole cost and expense, Consultant shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety, hazardous materials, and equal employment opportunities; obtain all permits and licenses necessary for performance of its work; pay all local, state, and federal taxes associated with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remuneration paid to Consultant's employees. In addition, Consultant affirms that it has complied with all applicable Department of Industrial Relations (DIR) contractor regulations. Upon Owner's request, Consultant shall furnish evidence satisfactory to Owner that any or all of the foregoing obligations have been fulfilled.

F. Consultant accepts the relationship of trust and confidence established between Owner and Consultant by this Agreement. Consultant represents that it is fully familiar with the statutes, regulations, structural and environmental restrictions, and requirements applicable to public school construction. Consultant will exercise its best professional efforts so that all of its work will conform thereto, and will exercise its best skill and judgment and will cooperate with

any contractor also employed by Owner in connection with the Project. Consultant agrees to perform its work with the skill and judgment of a prudent school Environmental Consultant practicing in California and in an expeditious and economical manner consistent with the interests of Owner.

ARTICLE 4. EXTRA SERVICES OF THE CONSULTANT

A. The following services, if necessitated by unusual circumstances and through no fault or neglect on the part of Consultant or its sub-consultants, shall be paid for by the Owner, as provided in Article 6. Additional compensation for Extra Services shall be conditioned upon prior receipt of formal written notice from Owner to perform the work as Extra Services.

1. Preparation of additional plans or specifications in order to satisfy the requirements of the applicable public agency, provided that the requirement for these additional documents is the result of changes in policy mandated after completion of the Construction Documents, and that the extra work is not contributed to by the negligence of Consultant.

2. If directed by the Owner, the employment of special consultants, and overtime work by Consultant's employees.

3. Revisions when inconsistent with approvals or instructions previously given by the Owner.

4. Services related to contractor defaults or claims.

5. Expert witness or professional services relating to hearings or other legal proceedings.

B. In no event shall Consultant be entitled to receive compensation for Extra Services if required as a result of Consultant's or its sub-consultants' negligent acts, errors, omissions, or failure to perform in accordance with this Agreement.

ARTICLE 5. THE OWNER'S RESPONSIBILITIES

A. The Owner shall make available all as-built drawings of existing structures.

B. The Owner shall furnish all available material test results and AHERA reports.

C. The Owner shall furnish all legal advice and services required for the Project.

D. The Owner shall notify Consultant of administrative procedures required and name a representative authorized to act in its behalf. The Owner shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

ARTICLE 6. CONSULTANT COMPENSATION

A. Compensation for Basic Services: The Owner shall compensate the Consultant for performing the Basic Services described in Article 2, within timeframes established in Article 8 as follows:

1. A fee currently estimated not-to-exceed Fifteen Thousand Dollars (\$15,000.00) to be paid as provided in Article 6 Paragraph B, below, and in Exhibit "A" to this Agreement, incorporated herein by reference. This total is only an estimate and actual amount of effort necessary may require additional compensation. To the extent this amount may be exceeded, the additional amount will be addressed under an Amendment to this Agreement and Consultant shall not be obligated to provide further services if the Agreement's not-to-exceed amount is reached and the Owner does not enter into an Amendment authorizing additional compensation. The Consultant shall keep the Owner informed on a monthly basis on the status of the remaining Agreement balance and will prepare for the Owner's consideration an Amendment as may be necessary to augment the fee budget.

2. Included in the aforementioned fee are costs related to preparation, research, travel time, report preparation, onsite investigations and sampling. Per Diem, hotel, and other travel costs are not included and will be reimbursed at cost only upon pre-approval in writing from the Owner. Other expenses will be reimbursed as provided in Exhibit "A" to this Agreement.

B. Payment:

1. The Consultant will submit an invoice monthly to the Owner for the fee and any pre-approved reimbursable expenses incurred for the billing period. The Owner shall make payment to the Consultant of one hundred percent (100%) of the approved invoiced amount within thirty (30) days of the Owner's receipt of the invoice. In the case of a dispute of any invoiced amount, Owner will pay any undisputed amount.

2. In calculating the amount owing to Consultant for Extra Services under Article 4, the parties agree as follows:

a. Consultant shall maintain the same rate and fee schedule per Exhibit "A".

b. Consultant shall maintain the same at cost direct billings for pre-approved expenses.

ARTICLE 7. DEFAULT AND TERMINATION OF AGREEMENT

A. Termination

1. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party; provided that no such termination may be effected unless the non-terminated party is given:

a. Written notification (delivered by certified mail) that the non-terminated party is in material breach of the contract and the notification specifies the breach.

b. Seven (7) calendar days to cure the breach.

c. An opportunity for consultation with the terminating party prior to the termination.

d. Termination notification (delivered by certified mail) that the breach has not been cured and providing an additional seven (7) calendar days prior to termination.

2. This Agreement may be terminated in whole or in part in writing by the Owner for its convenience; provided the Consultant is given i) not less than ten (10) days written notice (delivered by certified mail) of intent to terminate and ii) an opportunity for consultation with the Owner prior to termination. In the event of notice of termination, the Consultant shall take reasonable measures to mitigate termination expenses.

3. If termination pursuant to Article 7 Paragraph A.1 is effected by the Owner, the Consultant will be paid for work actually performed to the reasonable satisfaction of the Owner. If termination pursuant to Article 7 Paragraph A.1 is effected by the Consultant or if termination pursuant to Article 7 Paragraph A.2 is effected by the Owner, the Consultant shall be entitled to an equitable adjustment in compensation. The equitable adjustment for any termination shall be a payment to the Consultant for services rendered and expenses incurred prior to the termination, as well as termination expenses reasonably incurred by the Consultant and approved by Owner, which shall be defined as those direct costs arising prior, during and subsequent to termination that are directly attributable to the termination of the Program.

4. Upon receipt of a termination notice pursuant to Article 7 Paragraph A.1 or expiration of the notice period under Article 7 Paragraph A.2, the Consultant shall i) promptly discontinue all services affected (unless the notice directs otherwise), and ii) deliver or otherwise make available to the Owner all data, documents, procedures, reports, estimates,

summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

5. If, after termination for failure of the Consultant to fulfill contractual obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Owner. In such event, adjustment for the compensation provided for in this Agreement shall be made as provided in Article 7 Paragraph A.3 for termination for the convenience of the Owner.

B. Suspension

1. The Owner may in writing order the Consultant to suspend all or any part of the Professional Services for the Project for the convenience of the Owner or for Project delay work stoppage beyond the control of the Owner or the Consultant. If the performance of all or any part of the Services for the Project is so suspended, an adjustment in the Consultant's compensation shall be made for the increase, if any, in the cost of the Consultant's performance of this Agreement caused by such suspension, upon mutual agreement of the parties, and this Agreement shall be modified in writing.

2. If the Project is suspended by the Owner for more than three (3) months, the Consultant shall be paid compensation for Services performed prior to receipt of written notice from the Owner of the suspension, together with direct expenses then due and all expenses and costs directly resulting from the suspension upon mutual agreement of the parties. If the Project is resumed after being suspended for more than six (6) months, the Consultant shall have the option of requiring that its compensation, including rates and fees, be renegotiated, and Owner shall have the option to accept such renegotiations or deem the Agreement terminated. Subject to the provisions of this Agreement relating to termination, a suspension of the Project does not void this Agreement.

ARTICLE 8. PERFORMANCE TIME SCHEDULE

A. Time is of the essence with respect to the performance of every provision of this Agreement. Consultant shall commence work immediately upon receipt of a fully executed copy of this Agreement and shall complete each portion of the work within the shortest reasonable time thereafter and in conformance with Owner's Program Schedule. Consultant shall, within one (1) calendar week after receipt of this Agreement, fully execute, prepare, and submit to PM a schedule showing the order in which the work will be performed. Dates are to be indicated on which the several salient features of work will be started, as well as estimated dates for completion of each phase barring delays caused by conditions beyond the reasonable control of Consultant. The schedule shall reflect completion within the milestones indicated in the Owner's program schedule.

B. Consultant's Schedule shall be in the form of a progress chart, at suitable scale, indicating with symbols the percentage estimated to be completed at any specific time. Consultant shall correct and update the progress schedule at the end of each month and shall immediately deliver three copies to the Owner.

C. In the event Consultant fails to perform any of its obligations, as required by this Agreement, or by the Project schedule, or by applicable laws or regulations, and thereby delays the Project, Consultant shall be liable to Owner for any and all damages caused Owner thereby. This remedy shall be in addition to, and not in derogation of, the Owner's other rights and remedies relating to Consultant's default, whether under this Agreement or applicable law.

ARTICLE 9. ACCOUNTING RECORDS OF THE CONSULTANT

A. Records of Consultant's direct personnel and reimbursable expenses pertaining to any Extra Services on this Project and records of accounts between the Owner and Contractor shall be kept on a generally recognized accounting basis and shall be available to the Owner or its authorized representative at mutually convenient times.

ARTICLE 10. INSURANCE TO BE CARRIED BY CONSULTANT

A. Consultant shall procure and maintain insurance on all of its operations during the progress of its work on the Project, with reliable insurance companies approved by the State of California Department of Insurance and with a Bests' rating of no less than (A-) Level VII, on forms acceptable to Owner, for the following minimum insurance coverages:

Workers' Compensation insurance and occupational disease insurance, as required by the State of California, with Statutory Limits, and employer's liability insurance, with minimum limits of \$1,000,000 per accident for bodily injury or disease, covering all workplaces involved in this Agreement.

Commercial general liability insurance, with limits of not less than as indicated in either (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$2,000,000 aggregate; (2) single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each occurrence and \$2,000,000 aggregate.

a. The insurance shall cover all operations of Consultant except professional service, including but not limited to the following: (1) broad form property damage liability; (2) personal injury liability endorsement; and (3) automobile bodily injury and property damage insurance, including all owned, if any, hired and non-owned equipment.

b. All general liability policies shall name Owner as an additional insured and shall provide that such policy is primary insurance.

Consultant shall also provide Professional Liability Insurance for the Project, written on a "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$2,000,000 aggregate, insuring Consultant for its own acts and for the acts of all persons for whose acts Consultant may be liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions of any of the foregoing in connection with the carrying out of their professional responsibilities for the Project. Consultant shall provide Owner proof of professional liability insurance coverage for five years following final completion of the Project. All such professional liability policies shall include an endorsement or other provision covering the indemnification provisions of Article 15. With respect to this Claims Made policy, the Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Consultant's work under this Agreement.

Consultant shall also provide Certificates of Insurance, or other evidence of insurance as requested by Owner, to Owner within ten (10) days after receipt by Consultant of a signed version of this Agreement. The certificates shall provide that there will be no cancellation, suspension or voiding of coverage without thirty (30) days' prior written notice to Owner except for non-payment of premiums for which ten (10) days written notice shall be given.

There shall be no reduction or modification of coverage of insurance required by this Agreement without the written consent of Owner and each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Owner.

Any deductibles or self-insured retentions must be declared to and approved by the Owner. The Owner may require Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

ARTICLE 11. REPRODUCTION OF DOCUMENTS

A. Consultant shall provide, at no expense to the Owner, electronic copies of the bidding specifications.

ARTICLE 12. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS

A. The plans, specifications, estimates, programs, reports, models, and other material prepared by or on behalf of Consultant under this Agreement (collectively the "Documents") shall be and remain the property of the Owner, pursuant to Section 39159 of the Education Code, whether the Project is completed or not. All Documents shall be delivered to Owner on the earlier of (1) thirty (30) days after final completion date of the Project, or (2) the date of termination of this Agreement for any reason prior to final completion of the Project. The

Documents may be used by Owner and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes Owner may deem advisable in connection with completion and maintenance of, and additions to, the Project, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances Owner uses, or engages the services of and directs another Consultant to use, such documents to complete the Project, Owner agrees to release Consultant from any responsibility for the conformance of the incomplete portions of the Project to the Documents and to hold Consultant harmless from any and all liability, costs, and expenses (including reasonable legal fees and disbursements), relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the negligence of Consultant, or anyone for whose acts it is responsible.

ARTICLE 13. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. Consultant shall give written notice of any claims arising out of or relating to this Agreement within fifteen (15) days of the event(s) giving rise to the claim. Said written notice shall specify the nature, amount and basis of the claim and shall be certified under penalty of perjury and in compliance with the California False Claims Act, as set forth below. Failure to include these required certifications shall constitute grounds for rejection of the claim. Failure to provide notice of the claim within the time limit set forth herein shall constitute grounds for rejection of the claim.

B. Mediation. The parties agree that all claims, disputes or controversies between the parties arising out of or relating to this Agreement, or breach thereof, ("Claim") shall initially be submitted to non-binding mediation before a mediator mutually agreed upon by the parties. In the event the parties are unable to agree upon the identity of the mediator within fifteen days from the date either party submits a written request to mediate a Claim, the mediator shall be selected and the mediation administered under the Construction Mediation Rules of the American Arbitration Association. The costs and fees of the mediator shall be paid equally by the parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect to the Claim. Neither party shall commence or pursue arbitration or litigation until the completion of mediation proceedings.

C. Arbitration: In the event that a Claim remains unresolved after mediation, pursuant to Public Contract Code section 22200, et seq., the Claim may be submitted to non-binding arbitration. If the parties agree to arbitrate, the arbitrator shall be selected through the Colusa County Bar Association or the American Arbitration Association and shall be mutually agreed upon by both parties. If the parties do not opt for non-binding arbitration or non-binding arbitration is unsuccessful, either party may file an action in Colusa Superior Court.

D. Claim Certification: Consultant acknowledges that it has read and is familiar with the provisions of the False Claims Act (California Government Code section 12650 et seq.).

Submission by Consultant of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation by Consultant to Owner that submission of the claim does not in any respect violate the False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty of perjury the validity and accuracy of any claimed submitted to Owner, as provided below. Compliance with this claims certification requirement shall be a condition precedent to any obligation Owner might otherwise have to review the claim, and failure to provide such certification shall constitute a waiver of the claim. The claim certification required by this paragraph shall provide as follows:

CLAIM CERTIFICATION

Under penalty of perjury, and with specific reference to the California False Claims Act, Government Code section 12650, et seq., I certify that submission of the attached claim is made in good faith; that the supporting data prepared by the undersigned company is accurate and complete to the best of my knowledge and belief; that submission of the claim to Owner does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf of claimant.

Dated: _____

Company _____

Signature

Title

ARTICLE 14. SUCCESSORS AND ASSIGNS

A. It is mutually understood and agreed that this Agreement shall be binding upon the Owner and its successors and upon Consultant, its partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due thereunder, may be assigned by Consultant without the written consent and approval of the Owner.

ARTICLE 15. INDEMNITY

A. Consultant shall, with respect to all work which is covered by or incidental to this Agreement, defend, indemnify, and hold harmless Owner, its officers, directors and employees

(collectively "Owner"), from and against any and all liens and claims asserted by firms or individuals claiming through Consultant, and claims, liability, loss, damage, costs, or expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments, relating to the death or bodily injury to persons, injury to property, design defects, or other loss, damage, or expense to the extent that any of the above are contributed to or caused by the negligent acts, errors or omissions of Consultant. Consultant's duty to defend shall not include the duty to provide a defense and pay for the cost of defense of the Owner for the third party claims which are based upon professional negligence on the part of the Consultant, but shall be limited to paying Owner for the cost of defense incurred by the Owner should it be determined that Consultant committed professional negligence (errors and omissions) in the performance of its duties under this Agreement. However, Consultant shall not be obligated under this Agreement to indemnify Owner to the extent that the damage is caused by the active or sole negligence or willful misconduct of Owner or its agent or servants other than Consultant.

B. Consultant shall indemnify, defend, and hold Owner harmless against any claim, suit, or action, or any alleged violation or infringement of patent rights, copyrights, or other intellectual property rights which may be made against Owner by reason of the use in connection with or as a part of the Project anything which is now or may hereafter be covered by patent, copyright, trademark, or other intellectual property rights, and also against all expenses, including attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any such claim, suit, or action.

C. Owner shall defend, indemnify and hold harmless Consultant, its officers, directors, employees and sub-consultants (collectively "Consultant") from and against any and all claims, liability, loss, damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by Owner's negligent acts, errors or omissions in the performance of its obligations under this Agreement. Owner's duty to defend shall not include the duty to provide a defense and pay for the cost of defense of the Consultant for the third party claims which are based upon negligence on the part of the Owner, but shall be limited to paying Consultant for the cost of defense incurred by the Consultant should it be determined that Owner was negligent in the performance of its duties under this Agreement. However, Owner shall not be obligated under this Agreement to indemnify Consultant to the extent that the damage is caused by the active or sole negligence or willful misconduct of Consultant or its agents or servants other than Owner.

D. Consultant and Owner each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims.

E. The acceptance by Owner or its representatives of any certificate of insurance providing for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this Agreement. None of the foregoing provisions shall deprive Owner or Consultant of any action, right or remedy otherwise available by law.

ARTICLE 16. FINGERPRINTING

A. Education Code Section 45125.1 shall apply to this Agreement. The District administrator initiating and/or responsible for this Agreement shall, pursuant to section 45125.1 and District policy and guidelines, determine whether fingerprinting is required of Consultant and/or its employees. Once such determination is made, the administrator shall verify his/her determination on the signature page of this Agreement. If the Administrator concludes fingerprinting is required, the following shall apply:

1. The Consultant shall, prior to commencement of work pursuant to this Agreement, require any person affiliated with the Consultant (or, in appropriate cases, him or herself) to be fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised access to occupied school campuses where children will be present. This provision extends to all consultants hired by the Consultant that will have unsupervised access to occupied school campuses. Upon verification from DOJ that those persons fingerprinted have no record of a serious or violent felony, as defined in Section 45122.1 of the California Education Code, the Consultant will so certify by signing and submitting the Certification included herein as Exhibit "C". In addition, the Consultant shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school campuses on a form as indicated in Exhibit "C". The Consultant must contact the Owner regarding appropriate access for those persons not cleared by DOJ for reasons other than a violent or serious felony. In such case, the Consultant must make arrangements with the Owner for appropriate access. No person with a violent or serious felony as reported by DOJ may have access to the school campuses or provide any Services under this Agreement.

B. Failure to comply with this provision, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Consultant, shall constitute grounds for termination of this Agreement.

ARTICLE 17. ADDITIONAL PROVISIONS

A. Confidentiality: The Consultant shall not disclose or permit the disclosure of any confidential information, except to its agents, employees and other consultants who need such confidential information in order to properly perform their duties relative to this Agreement.

B. Limitations and Assignment

1. The Owner and the Consultant each binds themselves, their successors, assigns and legal representatives to the terms of this Agreement.

2. Neither the Owner nor the Consultant shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Consultant may

assign accounts receivable to a commercial bank for securing loans without approval of the Owner.

C. Governing Law: This Agreement shall be governed by the laws of Colusa County and the State of California.

D. Equal Opportunity Employment: Consultant represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age, physical handicap, medical condition, marital status, age or any other basis prohibited by state or federal law. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination with or related to the performance of this Agreement.

E. Extent of Agreement: This Agreement represents the entire and integrated agreement between the Owner and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Consultant. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and Design Professionals are not intended third party beneficiaries of this Agreement.

F. Severability: If any portion of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provisions.

G. Meaning of Terms: References made in the singular shall include the plural and the masculine shall include the feminine or the neuter.

H. Notices: All Notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Mail, first class, postage prepaid, addressed as follows:

To the Owner:

Mr. Dwayne Newman, District Superintendent
Colusa Unified School District
745 Tenth Street
Colusa, CA 95932

To the Consultant:

Mr. Rick Beall, CIH, CSP, CAC
President
Entek Consulting Group, Inc.
4200 Rocklin Road

Colusa Unified School District & Entek Consulting Group, Inc.
Professional Hazardous Material Abatement Monitoring Services

Suite 7
Rocklin, CA 945677

Colusa Unified School District

Entek Consulting Group, Inc.

Signature

Signature

By: Mr. Dwayne Newman

By: Ms. Terri Busch

Its: District Superintendent

Its: CFO

Date: _____

Date: _____

Department of Justice (DOJ) Fingerprinting: Required

EXHIBIT A SCHEDULE OF HOURLY RATES FOR PERSONNEL COSTS, LABORATORY FEES, AND ALLOWABLE REIMBURSABLE EXPENSES

Schedule of Hourly Rates for Personnel Costs

Professional Consultation, CIH, CSP	\$ 135.00 per hour
Weekend/Overtime Rate (Over 8 hours/day)	\$ 145.00 per hour
Holiday Rate	\$ 160.00 per hour
Senior Consultant	
Asbestos, Lead Inspections & Project Management	\$ 110.00 per hour
Weekend/Overtime Rate (Over 8 hours/day)	\$ 130.00 per hour
Holiday Rate	\$ 145.00 per hour
Certified Asbestos Site Surveillance Technician	
Asbestos, Lead Inspections & Project Management	\$ 88.00 per hour
Weekend/Overtime Rate (Over 8 hours/day)	\$ 110.00 per hour
Holiday Rate	\$ 125.00 per hour
Technical Consultation/Support	
Project Management	\$ 78.00 per hour
Weekend/Overtime Rate (Over 8 Hours/day)	\$ 92.00 per hour
Holiday Rate	\$ 103.00 per hour
Expert Witness (CIH/CSP)	
File Review and Investigations	\$ 175.00 per hour
Trial and Deposition	\$ 250.00 per hour

Laboratory Fees

<u>Phase Contrast Microscopy (PCM)</u>	\$ 25.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 45.00 per sample
<u>Polarized Light Microscopy (PLM)</u>	\$ 25.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 50.00 per sample
<u>Polarized Light Microscopy (PLM) With Point Counting</u>	
Point Counting 400 points (2-3 Days)	\$ 55.00 per sample
Point Counting 400 points (24 Hour)	\$ 65.00 per sample
Point Counting 400 points (4 Hour)	\$ 90.00 per sample
CARB 435 Method	\$ 175.00 per sample
<u>Atomic Absorption (AA) Analysis for Lead (paint chips, air cassette, soil & wipe)</u>	
RUSH (24 Hour)	\$ 30.00 per sample
RUSH (4 Hour)	\$ 60.00 per sample
After Hours or Weekend/Night Rate (\$450.00 minimum)	\$ 85.00 per sample
STLC (3 Days)	\$ 200.00 per sample
TTLC (3 Days)	\$ 50.00 per sample
TTLC (24 Hour)	\$ 60.00 per sample
TTLC (4 Hour Rush)	\$ 90.00 per sample
TCLP (3 Days)	\$ 200.00 per sample
Niton XRF Analysis for Lead	\$ 250.00 per day
CAM 17	\$ 350.00 per sample
<u>Transmission Electron Microscopy (TEM) for Asbestos--Air</u>	
Modified AHERA (10 Grid Openings for NOA Projects)	\$ 160.00 per sample
AHERA 3 Days	\$ 100.00 per sample
AHERA 24 Hour	\$ 115.00 per sample
AHERA Same Day (8 Hour Rush)	\$ 140.00 per sample
AHERA Same Day (4-6 Hour Rush)	\$ 180.00 per sample
After Hours or Weekend Weekend/Night (Minimum \$675.00)	\$ 250.00 per sample
Viable Airborne Mold - Anderson Malt Agar	\$ 75.00 per sample
Airborne Bacteria - Anderson	\$ 75.00 per sample
Non-Viable Spores - Air-O-Cell	\$ 85.00 per sample
Bulk (Biological)	\$ 45.00 per sample
Dust Sample Culture on Agar Plates	\$ 85.00 per sample
Indoor Air Quality Monitor	\$ 75.00 per Day
FLIR Camera	\$ 20.00 per hour

Allowable Reimbursable Expenses

The Owner recognizes that certain costs and expenses associated with the professional services performed are reimbursable to Consultant. Provided that Consultant obtains Owner's prior written approval, costs and expenses will be reimbursed to Consultant.

The following are descriptive categories of work which may be considered for reimbursable costs, provided Owner issues its written approval before the costs are incurred:

1. Expenses of Outside Technical Assistance deemed necessary.
2. Expenses of specialized testing or monitoring not included in Basic or Additional Services (Article 2) as deemed necessary.
3. Approved reproduction of drawings and specifications in excess of the copies required by this Agreement, at rates prevailing in the community for bulk reproduction, or at other rates approved in advance by Owner.
4. Additional insurance coverage above those coverages identified in Article 10.
5. Approved fees advanced for securing approval of authorities having jurisdiction over the Project.

Reimbursement shall be at cost for all approved reimbursable expenses.

EXHIBIT B CONSULTANT'S SCOPE OF SERVICES

Basic Services

Consultant shall include all work necessary for compliance with all applicable laws and regulations. Consultant's Basic Services shall include the following components:

- A. Consultant shall provide project monitoring and oversight as necessary for the hazmat abatement.

- B. Consultant shall provide oversight and review of contractor hazmat closeout as required by regulatory agencies.

EXHIBIT C DEPARTMENT OF JUSTICE (DOJ) CERTIFICATION

I, Terri Busch, behalf of Entek Consulting Group, Inc., certify that, pursuant to Education Code Section 45125.1 and Article 16 of this Agreement, this business entity has conducted the required criminal background check(s) of all persons who will be providing services to the Colusa Unified School District on behalf of this business entity, and that none of those persons have been reported by the Department of Justice as having been convicted of a serious or violent felony as specified in Penal Code sections 667.5(c) and/or 1192.7(c). I understand that this Certification is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. As further required by Education Code 45125.1, attached to this Exhibit is a list of names of the employees or agents of Entek Consulting Group, Inc. who will be providing services to Colusa Unified School District and who are required to be finger printed as provided in the Agreement. I agree to keep this list current and to notify the Colusa Unified School District of any addition/deletions as they occur.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this ___ day of _____, 2016, in Colusa County, California.

(Seal of Business)

By: _____
Authorized Representative

Print Name: _____

Employees Authorized to Come on to School Campus

Name:	School Site (if known)
Richard Beall	Various
Blake Howes	Various
Don D'Amico	Various
Andy Roed	Various
Ryan Metzen	Various
Melissa Tracey	Various

334	Column2	Column3	Column4	Column5	Column6
COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE JULY 8, 2016			BATCH 1
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
46	ABS BUILDERS	\$ 32,228.75	25	DEVFEE	UTILITIES ON AG BARN
7	ACSA	\$ 220.00	01	DO	MEMBERSHIP
1	ACTIVE NETWORK	\$ 2,394.00	01	ALL	RECEIPTING SOFTWARE
18	ADVANCED DOCUMENT CONCEPTS	\$ 1,790.40	01	ALL	COPIER MAINT. FEE
36	ALHAMBRA WATER	\$ 287.20	01	DO/MOT	WATER
12	AMERICAN FIDELITY	\$ 351.83	01	DO	DISABILTY INS
28	BAXTER AUTO	\$ 14.74	01	MOT	VEHCILE REPAIR PARTS
45	TERRY BILADEAU	\$ 264.06	01	MOT	REIMBURSE MILEAGE
42	BUTTE SAND GRAVEL	\$ 7,985.36	25	DEVFEE	AG BARN MATERIALS
3	CVT	\$ 105,470.72	01	DO	JULY HEALTH INSURANCE
10	CALSTRS	\$ 35,612.28	01	DO	ANNUAL GOLDEN HANDSHAKE PYMT
8	CARMICHAEL VB TOURNAMENT	\$ 590.00	01	SPORTS	VB ENTRY FEE
58	CITY OF COLUSA	\$ 8,643.53	01	ALL	WATER, SEWER BILLING
15	CLIMATE CONTROL	\$ 625.93	01	MOT	HVAC REPAIR
55	COLUSA COUNTY FARM SUPPLY	\$ 527.64	01	MOT	GROUNDS SUPPLIES
4	CSBA	\$ 4,410.00	01	DO	ANNUAL MEMBERSHIP FEE/GAMUT FEE
37	D&S ASHPAHLT	\$ 6,986.00	21	BOND	PAVING
56	DAVIES OIL	\$ 1,026.63	01	MOT	FUEL FOR VEHICLES
6	EAGLE SOFTWARE	\$ 11,301.26	01	ALL	ANNUAL SIS SOFTWARE FEE
5	ENTERPRISE ELEMENTARY SCHOOL	\$ 200.00	13	CAFÉ	MEMBERHIP FEE
17	ETS	\$ 126.92	01	DO	TESTING PRE ID
24	GOV FINANCIAL STRATEGIES	\$ 6,956.98	25	DO	CONSULTANT FEE
47	GRAYS ELECTRIC	\$ 408,428.75	21	BOND	PROGRESS PAYMENT ON CABLING
11	HERFF JONES	\$ 10.99	01	CHS	DIPLOMA
48	HOMETOWN CONSTRUCTION	\$ 164,137.25	21	BOND	PROGRESS PAYMENT ON CHS GYM AC
40	KELLEHER PAINT	\$ 1,075.37	01	MOT	MAINTENANCE SUPPLIES
49	LAMON CONSTRUCTION	\$ 430,778.45	21	BOND	PROGRESS PAYMENT ON PAVING/RESTROOMS'
53	ERIKA LEMENAGER	\$ 558.37	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
13	MERIDIAN DIESEL	\$ 236.00	01	MOT	BUS REPAIR
52	SHERYL PARKER	\$ 389.54	01	DO	REIMBURSE MILEAGE
31	PEERLESS ENTERTAINMENT	\$ 672.00	01	BPS	MOVIE THEATER SHOWING FOR STUDENTS
14	PLATT	\$ 202.59	01	MOT	MAINTENANCE SUPPLIES
16	PLEASANT AIR CO	\$ 850.47	01	MOT	MAINTENANCE SUPPLIES
23	QUILL	\$ 120.09	01	BPS	SUPPLIES
29	READING OIL	\$ 601.85	01	MOT	FUEL FOR VEHICLES
57	RECOLOGY	\$ 3,077.92	01	ALL	GARBAGE SERVICE
27	RIVERSIDE LANES	\$ 689.00	01	EMS	STUDENTBOWLING
43	SCHMIDT CONSTRUCTION	\$ 54,185.15	25	DEVFEE	AG BARN WORK
44	SELOVERS	\$ 163.00	01	MOT	TOWING SERVICE
33	STANDARD INS	\$ 1,565.92	01	DO	INCOME PROTECTION INSURANCE
39	SUPERIOR TIRE	\$ 265.86	01	MOT	TIRES
11	SUTTER COE	\$ 200.00	01	EMS	WORKSHOP REGISTRATION FEE
32	HEATHER THOMAS	\$ 378.00	01	CHS	REIMBURSE MILEAGE TO WORKSHOP
2	BOB THURBON	\$ 26,400.00	01	DO	ANNUAL LEGAL SERVICES FEE
10	US BANK CACARD VISA-CDWG	\$ 1,196.48	25	DEVFEE	PROJECTORS FOR NEW PORTABLES
10	US BANK CACARD VISA-HOUGHTON MIFFLEIN	\$ 1,237.71	01	CHS	TEXTBOOKS
10	US BANK CACARD VISA DEARCO	\$ 15.10	01	MOT	MAINTENANCE SUPPLIES
10	US BANK CACARD VISA-SANDERS PUMP	\$ 674.33	01	MOT	MAINTENANCE SUPPLIES
10	US BANK CACARD VISA-LOWES	\$ 151.07	01	MOT	MAINTENANCE SUPPLIES
10	US BANK CACARD VISA-USPS	\$ 12.00	01	DO	POSTAGE
12	WILLOWS HIGH	\$ 12.87	01	SPORTS	TENNIS MEDALS
25	YUBA SAFE & LOCK	\$ 45.52	01	MOT	LOCK REPAIR
TOTAL ALL FUNDS		\$ 1,326,345.88			

334	Column2	Column3	Column4	Column5	Column6
COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE JULY 15, 2016			BATCH 2
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
1	ACTIVE NETWORK	\$ 149.00	01	ALL	RECEIPTING SOFTWARE TRAINING
77	AMORZONE ATHLETIC	\$ 8,715.00	01/95	SPORTS	FOOTBALL SUPPLIES
62	ARCHITECTURAL NEXUS	\$ 23,874.65	21	BOND	ARCHITECTS FEES
79	BEELER TRACTOR	\$ 31.39	01	MOT	MAINTENANCE SUPPLIES
71	CA DEPT OF JUSTICE	\$ 64.00	01	DO	FINGERPRINT FEE
59	CA BOARD OF EQUALIZATION	\$ 11.46	01	MOT	DIESEL FUEL TAX
75	CAPITAL ENGINEERING	\$ 3,400.00	25	DEVFEE	AG BARN ENGINEERING
19	CASCADE ATHLETIC	\$ 423.39	01	SPORTS	FOOTBALL/TENNIS SUPPLIES
72	CLASSROOM DIRECT	\$ 647.14	01	BPS	SUPPLIES
76	CLIMATE CONTROL	\$ 934.95	01	MOT	HVAC REPAIR
15	COLUSA COUNTY ENVIRONMENTAL	\$ 1,176.00	13	CAFÉ	ANNUAL HEALTH DEPT FEE
89	CUSD EMER FD-BOB BARSOTTI	\$ 36.00	95	CHS	REFUND FEE
90	CUSD EMER FD-CHS PETTY CASH	\$ 332.62	01	CHS	POSTAGE AND SUPPLIES
91	CUSD EMER FD-HARLAND CHECK	\$ 46.00	01	DO	PRINT CHECKS
92	CUSD EMER FD-RAINA BRENT	\$ 60.00	01	EMS	REFUND GRAD FEE
93	CUSD EMER FD-DO PETTY CASH	\$ 62.86	01	DO	POSTAGE AND SUPPLIES
94	CUSD EMER FD-MICHAEL STAMPS	\$ 25.00	13	CAFÉ	REFUND STUDENT ACCOUNT LEAVING DIST
95	CUSD EMER FD-COLLEEN WRYSINSKI	\$ 210.00	01	DO	REIMBURSE MEALS AT FBLA NATIONAL CONF
18	ENGLISH AND SONS CRANE	\$ 800.00	21	BOND	CRANE TO REMOVE EMS HVAC UNIT
17	FRONTIER	\$ 13,183.64	01	ALL	PHONE AND DATA LINES
74	MESSICKS	\$ 1,629.63	01	MOT	MAINTENANCE SUPPLIES
16	MITEL LEASING	\$ 1,491.87	01	ALL	PHONE SYSTEM LEASE
61	NEFF	\$ 191.21	01	CHS	AWARDS/PATCHES
80	PLATT	\$ 27.66	01	MOT	MAINTENANCE SUPPLIES
60	RECOLOGY	\$ 2,071.69	01	ALL	GARBAGE SERVICE
82	SCHMIDT CONSTRUCTION	\$ 38,684.00	25	DEVFEE	AG BARN
29	READING OIL	\$ 601.85	01	MOT	FUEL FOR VEHICLES
57	RECOLOGY	\$ 3,077.92	01	ALL	GARBAGE SERVICE
27	RIVERSIDE LANES	\$ 689.00	01	EMS	STUDENTBOWLING
73	SCHOOL SPECIALTY	\$ 281.82	01	BPS	SUPPLIES
69	SIGNATURE REPROGRAPHICS	\$ 82.84	21	BOND	COPIES OF PLANS, SPECS, ETC
70	SORENSEN PEST CONTROL	\$ 258.00	01	MOT	PEST CONTROL SERVICE
14	TNT FIREWORKS	\$ 10,996.18	01	CHS	FOM FIREWORKS FUNDRAISER
84	US BANK CALCARD VISA	\$ 27,962.27	01	ALL	SEE ATTACHED
83	WALLACE KUHL	\$ 1,422.50	25	DEVFEE	AG BARN ENGINEERING
TOTAL ALL FUNDS		\$ 145,701.02			

US BANK CALCARD VISA

ROSEMARY HICKS		FD	TOTAL	16-17	15-16	DESCRIPTION
4-Jul	AMAZON.COM AMZN.COM/BILL	01	\$103.74		\$103.74	BPS BOOKS
30-Jun	HMCO *BOOKS	01	\$4,417.98		\$4,417.98	BPS TEXTBOOKS
29-Jun	LAKESHORE LEARNING MATER	01	\$112.56		\$112.56	BPS SUPPLIES
29-Jun	WALMART.COM 8009666546	01	\$80.99		\$80.99	BPS SUPPLIES
SHERYL PARKER						
7-Jul	U OF O ATHLETC 05004	95	\$1,000.00	\$1,000.00		CHS ASB VB CAMP
7-Jul	U OF O ATHLETC 05004	95	\$4,236.00	\$4,236.00		CHS ASB VB CAMP
7-Jul	MJB WELDING SUPPLY, INC.	01	\$36.00	\$36.00		CHS AG SHOP SUPPLIES
6-Jul	LMP*DAVERAMSEY LAMPOGR	01	\$1,259.72	\$1,259.72		CHS TEXTBOOKS
6-Jul	IN *SCHOOL LOOP	01	\$7,650.65	\$7,650.65		DISTRICTWIDE WEBHOSTING ANNUAL FEE
4-Jul	CFBF-MEMBERSHIP	01	\$72.00	\$72.00		DISTRICT FARM BUREAU MEMBERSHIP
28-Jun	TRACTOR SUPPLY #726	01	\$2,505.67	\$2,505.67		CHS AG BARN SUPPLIES
27-Jun	USPS.COM CLICK66100611	01	\$22.95	\$22.95		DO POSTAGE
JODY JOHNSTON						
8-Jul	VOYAGER SOPRIS LEARN'G	01	\$281.64	\$281.64		EMS TEXTBOOKS
7-Jul	THE MATH LEARNING CENTER	01	\$2,400.00	\$2,400.00		EMS STAFF DEVELOPMENT
7-Jul	THE MATH LEARNING CENTER	01	\$2,800.00	\$2,800.00		EMS STAFF DEVELOPMENT
6-Jul	AMAZON MKTPLACE PMTS	01	\$129.99	\$129.99		EMS BOOKS
6-Jul	AMAZON MKTPLACE PMTS	01	\$139.74	\$139.74		EMS BOOKS
4-Jul	AMAZON MKTPLACE PMTS	01	\$27.06	\$27.06		EMS BOOKS
4-Jul	SPORTSMENS DEN	01	\$1,782.51	\$1,782.51		EMS PE UNIFORMS
RON ROGERS						
11-Jul	HARBOR FREIGHT TOOLS 614	01	\$42.99	\$42.99		MOT TOOLS
DARREN BROWN						
7-Jul	TCD*CENGAGE LEARNING	01	\$1,274.45	\$1,274.45		CHS TEXTBOOKS
6-Jul	FOLLETT SCHOOL SOLUTIONS	01	\$96.27	\$96.27		CHS LIBRARY SUPPLIES
6-Jul	CARNEGIE LEARNING INC	01	\$2,324.63	\$2,324.63		CHS TEXTBOOKS
4-Jul	UNITED STATES AWARDS INC	01	(\$120.00)	(\$120.00)		CREDIT ON RETURN
24-Jun	CDW GOVERNMENT	01	\$1,702.99		\$1,702.99	EMS CARTS FOR TABLETS
			\$34,380.53	27962.27	6418.26	

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE JULY 22, 2016			BATCH 3
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
98	ABS BUILDERS	\$ 10,925.00	25	DEVFEE	AG BARN UTILILITES PROGRESS PAYMENT
113	ADVANCED DOCUMENT CONCEPTS	\$ 219.34	01	ALL	COPIER USAGE FEE
111	ADVENTIST HEALTH	\$ 135.00	01	MOT	BUS DRIVER PHYSICAL
108	AMS NET	\$ 145,437.57	21	BOND	PROGRESS PAYMENT ON LOW VOLTAGE SYST
30	BIG DOG INSPECTIONS	\$ 9,690.00	21	BOND	DSA INSPECTOR
100	CA STATE BOARD OF EQUALIZATION	\$ 86.00	01/95	ALL	SALES TAX ON OUT OF STATE PURCHASES/SALES
4	CVT	\$ 146,414.18	01	ALL	AUGUST HEALTH INSURANCE PREMIUMS
109	CCOE	\$ 32,083.00	01	DO	WORKERS COMP PREMIUMS
105	CUSD GENERAL FUND	\$ 1,138.51	25	DEVFEE	3% ADMIN FEE TO GENERAL FUND
107	CUSD GENERAL FUND	\$ 20,036.77	25	CAFET	3% INDIRECT TO GENERAL FUND FROM CAFET
112	CUSD GENERAL FUND	\$ 951.48	95	CHS	VANS TO VOLLEYBALL CAMP
99	CPM	\$ 60,771.88	21	BOND	CONSULTANTS FEES
20	HERFF JONES	\$ 10.99	01	CHS	DIPLOMA
97	ZEBAL HONE	\$ 15.12	01	DO	MILEAGE
115	SHANNON LAUX	\$ 164.00	01	DO	MILEAGE
26	MATH LEARNING CENTER	\$ 15,727.78	01	EMS/BPS	TEXTBOOKS
28	MCCUMBERS GLASS	\$ 371.63	01	MOT	GLASS REPLACEMENT
96	QUILL	\$ 32.21	01	DO	SUPPLIES
106	RECOLOGY	\$ 295.00	01	MOT	GARBAGE DEBRIS BOX
25	SCHOOLWORKS	\$ 3,000.00	25	DEVFEE	DEVELOPER FEE JUSTIFICATION STUDY
114	SPURR	\$ 750.88	01	ALL	NATURAL GAS HEATING
23	THREE B'S TOILET RENTALS	\$ 161.25	01	ALL	PORTABLE TOILET RENTALS
110	US BANK CALCARD VISA	\$ 1,454.40	95	CHS	SENIOR TRIP BUS
27	US BANK EQUIPMENT FINANCE	\$ 2,101.63	01	ALL	COPIER LEASE FEES
RC2	US BANK CALCARD VISA	\$ 37,144.46	ALL	ALL	SEE ATTACHED
24	WVALTON	\$ 1,881.00	21	BOND	EMS HVAC PROJECT
TOTAL ALL FUNDS		\$ 490,999.08			

US BANK CALCARD VISA

Sheryl Parker

15-16

16-17

FUND DESCRIPTION

18-Jul	VZWRLSS*MY VZ VB P	\$631.03		\$631.03	01	CELL PHONE BILLING
15-Jul	AMAZON MKTPLACE PMTS	\$36.36		\$36.36	01	DO SUPPLIES
14-Jul	RLI*RENAISSANCE LEARN	\$16,407.50		\$16,407.50	01	ALL ANNUAL SOFTWARE FEE AR/AM
13-Jul	SAN JOAQUIN COUNTY OFF	\$450.00		\$450.00	01	DO EDJOIN ANNUAL FEE

Jeremy Miller

15-Jul	STORMWIND LLC	\$7,790.00		\$7,790.00	01	TECH TRAINING SOFTWARE LICENSES
14-Jul	AMAZON MKTPLACE PMTS	\$86.88		\$86.88	01	TECH SUPPLIES
14-Jul	AMAZON MKTPLACE PMTS	\$22.50		\$22.50	01	TECH SUPPLIES
13-Jul	AMAZON MKTPLACE PMTS	\$899.99		\$899.99	01	TECH SUPPLIES
13-Jul	AMAZON MKTPLACE PMTS	\$709.50		\$709.50	01	TECH SUPPLIES
13-Jul	AMAZON MKTPLACE PMTS	\$3,146.00		\$3,146.00	21	BOND LOW VOLTAGE PROJECT
13-Jul	AMAZON MKTPLACE PMTS	\$3,146.00		\$3,146.00	21	BOND LOW VOLTAGE PROJECT
12-Jul	CETPA	\$90.00		\$90.00	01	TECH MEMBERSHIP

Rosemary Hicks

7-Jul	QUILL CORPORATION	\$186.95		\$186.95	01	BPS SUPPLIES
7-Jul	QUILL CORPORATION	\$25.78		\$25.78	01	BPS SUPPLIES
7-Jul	QUILL CORPORATION	\$21.56		\$21.56	01	BPS SUPPLIES
4-Jul	QUILL CORPORATION	\$1,995.32		\$1,995.32	01	BPS SUPPLIES
4-Jul	QUILL CORPORATION	\$8.59		\$8.59	01	BPS SUPPLIES
4-Jul	QUILL CORPORATION	\$107.49		\$107.49	01	BPS SUPPLIES
4-Jul	QUILL CORPORATION	\$11.38		\$11.38	01	BPS SUPPLIES
4-Jul	QUILL CORPORATION	\$23.84		\$23.84	01	BPS SUPPLIES

RON ROGERS

18-Jul	HOMEDEPOT.COM	\$966.43		\$966.43	01	MOT MAINTENANCE SUPPLIES
18-Jul	DECKER EQUIPMENT	\$106.95		\$106.95	01	MOT MAINTENANCE SUPPLIES
14-Jul	OTTERBOX/LIFEPROOF	\$37.14		\$37.14	01	MOT MAINTENANCE SUPPLIES
11-Jul	SPESHOPANDROID.COM	\$45.85		\$45.85	01	MOT MAINTENANCE SUPPLIES

BO SALAZAR

14-Jul	LOWES #01933*	\$58.05		\$58.05	01	MOT MAINTENANCE SUPPLIES
12-Jul	LOWES #01933*	\$133.37		\$133.37	01	MOT MAINTENANCE SUPPLIES

DARREN BROWN

11-Jul	SIVERADO/SPRTS EXPRESS	\$1,454.40	\$1,454.40		95	CHS SENIOR TRIP BUS IN SOUTHERN CA
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\$38,598.86 \$1,454.40 \$37,144.46

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE JULY 29, 2016			BATCH 4
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION
118	ARCHITECTURAL NEXUS	\$ 770.00	21	BOND	ARCHITECTS BILLS
38	BIG JIMS CATTLE SERVICE	\$ 6,046.77	01	CHS	SCALE FOR AG BARN
33	CHEVRON AND TEXACO	\$ 197.53	01	MOT	FUEL FOR VEHICLES
116	CUSD EMER FD-EDD	\$ 1,192.10	01	DO	UNEMPLOYMENT PREMIUMS
119	FRONTLINE TECHNOLOGIES	\$ 300.00	01	DO	WORKSHOP FEE
31	ILLUMINATE EDUCATION	\$ 8,041.00	01	ALL	DATA ASSESSMENT SOFTWARE
40	LAMON CONSTRUCTION	\$ 601,747.10	21	BOND	PROGRESS PAYMENT ON PAVING/RESTROOMS
34	NORCAL FLOOR COVERING	\$ 3,065.00	01	MOT	FLOORING AT DO RESTROOMS
32	PG&E	\$ 30,761.36	01	ALL	ELECTRIC BILLING
36	QUILL	\$ 52.13	01	DO	SUPPLIES
34	STANDARD INSURANCE	\$ 1,533.02	01	DO	INCOME PROTECTION PREMIUMS
37	SUTTER BUTTES FIRE EXTINGUISHER	\$ 1,488.20	01	MOT	ANNUAL SERVICE ON FIRE EXTINGUISHER
35	TCSIG	\$ 146,208.90	01	DO	ANNUAL PROPERTY/LIABILITY INSURANCE
RC3	US BANK CALCARD VISA	\$ 41,444.04	01	ALL	SEE ATTACHED
120	VOLTAGE SPECIALISTS	\$ 350.00	01	MOT	ELECTRIC REPAIR
121	WALLACE KUHL ASSOCIATES	\$ 1,236.25	21	BOND	INSPECTION/TESTING
TOTAL ALL FUNDS		\$ 844,433.40			

US BANK CALCARD VISA

Jeremy Miller

FUND AMOUNT DESCRIPTION

22-Jul	CDW GOVERNMENT	01	\$55.90	TECH SUPPLIES
22-Jul	CDW GOVERNMENT	01	\$2,062.63	TECH SUPPLIES
22-Jul	CDW GOVERNMENT	21	\$14,028.75	BOND TECH EQUIPMENT
22-Jul	CDW GOVERNMENT	01	\$444.58	TECH SUPPLIES
21-Jul	AMAZON MKTPLACE PMTS	01	\$817.89	TECH SUPPLIES
21-Jul	AMAZON MKTPLACE PMTS	01	\$1,071.03	TECH SUPPLIES
19-Jul	FOLLETT SCHOOL SOLUTIONS	01	\$4,256.42	ANNUAL SOFTWARE FEE FOR LIBRARIES

Rosemary Hicks

22-Jul	QUILL CORPORATION	01	\$7.51	BPS SUPPLIES
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Sheryl Parker

21-Jul	ACCREDITING COMM FOR SCHO	01	\$1,840.00	ANNUAL ACCREDITATION FEE CHS/CAHS
21-Jul	SPORTDECALS	95	\$115.01	HS ASB SHIRTS
20-Jul	HILLYARD INC SACRAMENTO	01	\$2,121.86	MOT CUSTODIAL SUPPLIES

Jody Johnston

21-Jul	TEACH TCI	01	\$776.25	EMS SUPPLIES
20-Jul	VU MATH AND READING SUCCE	01	\$88.00	EMS SUPPLIES
20-Jul	AWL*PEARSON EDUCATION	01	\$875.05	EMS TEXTBOOKS
18-Jul	RPSI ENTERPRISES INC	01	\$65.47	EMS SUPPLIES
15-Jul	MAP OF THE MONTH	01	\$288.00	EMS SUPPLIES
14-Jul	KIDS DISCOVER SCHOOL	01	\$526.68	EMS SUPPLIES
14-Jul	SCHSERVICE	01	\$46.92	EMS SUPPLIES
14-Jul	USPS-NCMS 66100389	01	\$2,665.75	EMS POSTAGE ENVELOPES
19-Jul	SSI*SCHOOL SPECIALTY	01	\$3,824.74	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$387.65	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$385.29	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$156.17	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$389.00	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$1,126.90	EMS SUPPLIES
15-Jul	SSI*SCHOOL SPECIALTY	01	\$519.47	EMS SUPPLIES
14-Jul	SSI*SCHOOL SPECIALTY	01	\$239.12	EMS SUPPLIES
14-Jul	SSI*SCHOOL SPECIALTY	01	\$395.16	EMS SUPPLIES
14-Jul	SSI*SCHOOL SPECIALTY	01	\$855.98	EMS SUPPLIES
14-Jul	SSI*SCHOOL SPECIALTY	01	\$68.96	EMS SUPPLIES
13-Jul	SSI*SCHOOL SPECIALTY	01	\$233.75	EMS SUPPLIES
13-Jul	SSI*SCHOOL SPECIALTY	01	\$280.33	EMS SUPPLIES

Bo Salazar

21-Jul	LOWES #01933*	01	\$91.48	MOT MAINTENANCE SUPPLIES
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Ron Rogers

20-Jul	AMAZON.COM AMZN.COM/BILL	01	\$376.24	MOT MAINTENANCE SUPPLIES
20-Jul	SMARTPHONE EXPERTS	01	(\$39.90)	MOT RETURN SUPPLIES

\$41,444.04

COLUSA UNIFIED SCHOOL DISTRICT		WARRANTS TO BE AUGUST 5, 2016			BATCH 5	
BILL#	PAYEE	AMOUNT	FUND	LOC	DESCRIPTION	
47	ALHAMBRA	\$ 121.17	01	DO/MOT	WATER	
48	AMERICAN FIDELITY	\$ 351.83	01	DO	DISABILITY PREMIUMS	
52	AUDIO ENHANCEMENT	\$ 85,955.32	21	BOND	DISTRICT WIDE PAGING SYSTEM	
42	BAXTER AUTO PARTS	\$ 57.94	01	MOT	VEHICLE MAINTENANCE SUPPLIES	
46	BRIGHT ARROW TECHNOLOGIES	\$ 1,450.00	01	DO	ANNUAL AUTO DIALER SUBSCRIPTION	
124	CITY OF COLUSA	\$ 9,637.79	01	MOT	FLOORING AT DO RESTROOMS	
43	DURHAM PENTZ TRUCK CENTER	\$ 175.00	01	MOT	REPAIR	
50	GRAY'S ELECTRIC	\$ 438,554.00	21	BOND	FIRE ALARM PROJECT	
51	HOMETOWN CONSTRUCTION	\$ 217,103.07	21	BOND	CHS HVAC RESTROOM REMODEL	
41	KELLEHER PAINT	\$ 284.45	01	MOT	MAINTENANCE SUPPLIES	
45	READING OIL	\$ 362.51	01	MOT	FUEL FOR VEHICLES	
49	RECOLOGY	\$ 2,781.89	01	ALL	GARBAGE SERVICE	
44	SUPERIOR TIRE	\$ 878.75	01	MOT	TIRES/BRAKES	
RC4	US BANK CALCARD VISA	\$ 40,137.46	ALL	ALL	SEE ATTACHED	
123	WALLACE KUHL ASSOCIATES	\$ 691.25	21	BOND	INSPECTION/TESTING	
TOTAL ALL FUNDS		\$ 798,542.43				

US BANK CALCARD VISA

Jeremy Miller

Fund Amount

Description

27-Jul	REPLACEMENTLAPTOPKEYS	01	\$11.51	TECH SUPPLIES
27-Jul	CDW GOVERNMENT	21	\$7,659.38	BOND TECH WIRING PROJECT
27-Jul	CDW GOVERNMENT	01	\$4,140.90	BOND TECH WIRING PROJECT
26-Jul	CDW GOVERNMENT	01	\$14,019.08	BOND TECH WIRING PROJECT
25-Jul	AMAZON MKTPLACE PMTS	01	\$229.99	TECH SUPPLIES
25-Jul	AMAZON MKTPLACE PMTS	01	\$231.98	TECH SUPPLIES

Leasa Hill

26-Jul	USPS 05172809334414268	13	\$9.35	CAFETERIA POSTAGE
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Sheryl Parker

1-Aug	USPS.COM CLICK66100611	01	\$22.95	DO POSTAGE
1-Aug	SDE INC	01	\$3,192.00	OLL STAFF DEVELOPMENT CONFERENCE
29-Jul	CLOSE LUMBER - SUTTER	01	\$367.26	MOT MAINTENANCE SUPPLIES
28-Jul	IN *CLIMATE CONTROL, INC.	01	\$4,133.33	MOT HVAC REPAIR
27-Jul	EPIC SPORTS, INC.	95	\$522.02	CHS ASB VOLLEYBALL SUPPLIES
26-Jul	ADAM LABORATORIES INC	01	\$60.00	MOT TESTING
26-Jul	ADAM LABORATORIES INC	01	\$40.00	MOT TESTING
26-Jul	ADAM LABORATORIES INC	01	\$20.00	MOT TESTING
26-Jul	ADAM LABORATORIES INC	01	\$20.00	MOT TESTING

Jody Johnston

27-Jul	SSI*SCHOOL SPECIALTY	01	\$1,730.82	EMS SUPPLIES
27-Jul	FOLLETT SCHOOL SOLUTIONS	01	\$1,374.39	EMS TEXTBOOKS
27-Jul	QUILL CORPORATION	01	\$816.02	EMS SUPPLIES
25-Jul	AWL*PEARSON EDUCATION	01	\$974.90	EMS TEXTBOOKS
25-Jul	PTM DOCUMENT SYSTEMS INC	01	\$234.91	EMS SUPPLIES

Ron Rogers

29-Jul	STAPLES 00102863	01	\$157.47	MOT SUPPLIES
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Bo Salazar

1-Aug	LOWES #01933*	01	\$122.20	MOT MAINTENANCE SUPPLIES
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Zeba Hone

26-Jul	USPS 05172809334414268	01	\$47.00	DO POSTAGE
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\$40,137.46

Board Policy

Business and Noninstructional Operations

BP 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

The Governing Board is committed to providing a safe environment for students, staff, and visitors on campus. The Superintendent or designee shall consult with local law enforcement, insurance carriers, and other appropriate individuals and agencies to address the security of school campuses.

(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.7 - Weapons and Dangerous Instruments)

District policy regarding the possession of firearms and/or ammunition on school grounds shall be included in the district's comprehensive safety plan and shall be communicated to district staff, parents/guardians, and the community.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)

BP 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

Any person specified in Penal Code 626.9(l)-(o) and 30310 is authorized to possess a firearm and/or ammunition on school grounds. *School grounds* include, but are not limited to, school buildings, fields, storage areas, and parking lots.

In addition, the Board authorizes the Superintendent or designee to grant written permission to a person who holds a valid Carry Concealed Weapon (CCW) license issued in California and who is at least 21 years of age to possess lawful firearms and/or ammunition on school grounds in accordance with law and Board policy.

BP 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

Any employee granted permission shall be an employee with no disciplinary record in the previous four years.

(cf. 4116 - Probationary/Permanent Status)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

No staff member shall be required to carry a firearm and/or ammunition while on school grounds.

Any person requesting to carry a firearm on school grounds shall annually submit an application to the Superintendent or designee. He/she shall also provide a copy of a valid CCW license and meet any other requirement of the insurance provider, such as additional training or insurance coverage.

(cf. 3580 - District Records)

Any person who is granted permission shall be required to sign the district's firearm and ammunition possession agreement. The signed agreement shall be maintained in the district's records. The principal and other appropriate staff shall be notified regarding persons who have been granted permission.

Permission shall be granted only if the Superintendent or designee is satisfied that the possession on school grounds shall be for a peaceful and lawful purpose or activity and that the possessor will at all times comply with all terms included in the district's firearm and ammunition possession agreement.

Permission to carry a firearm and/or ammunition on school grounds may be revoked by the Board or the Superintendent or designee at any time. In addition, when any person granted permission to possess a firearm on campus is directed to leave school grounds for reasons of disruption or other violation of law or district policy, the permission is automatically revoked.

Legal Reference: (see next page)

BP 3515.7(d)

FIREARMS ON SCHOOL GROUNDS (continued)

Legal Reference:

EDUCATION CODE

32281 *Comprehensive safety plan*

35160 *Powers and duties of the board*

35161 *Powers and duties of the board; authority to delegate*

38001.5 *District security officers; requirements if carry firearm*

PENAL CODE

626.9 *Gun Free School Zone Act*

830.32 *District police department; district decision to authorize carrying of firearm*

16150 *Definition of ammunition*

16520 *Definition of firearm*

26150-26225 *Concealed weapons permit*

30310 *Prohibition against ammunition on school grounds*

UNITED STATES CODE, TITLE 18

921 *Definitions, firearms and ammunition*

922 *Firearms, unlawful acts*

923 *Firearm licensing*

UNITED STATES CODE, TITLE 20

7151 *Gun-Free Schools Act; student expulsions for possession of firearm*

Management Resources:

WEB SITES

Office of the Attorney General: <https://oag.ca.gov/firearms>

Exhibit

Business and Noninstructional Operations

E(1) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

APPLICATION FOR FIREARM/AMMUNITION ON SCHOOL GROUNDS

Please fill out all three sections of this application and attach all documents listed in Section 2.

Incomplete applications will not be processed.

Return this application to:

Superintendent, Colusa Unified School District
745 10th Street
Colusa, CA 95932

SECTION 1. Identifying Information

Name: _____ Date of Birth: _____

Phone: _____ Email: _____

School(s) at which I seek permission to carry a firearm and/or ammunition:

I am a (check one or more):

District employee (Job title: _____ Location: _____)

Parent/guardian of child(ren) at the following school(s): _____

Other: _____

Reason for requesting permission to carry firearm and/or ammunition on school grounds: (use additional pages as necessary.)

E(1) 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

SECTION 2. Required Documents

The following documents must be attached to this application:

1. Copy of a valid Carry Concealed Weapon (CCW) license issued in California
Date of expiration: _____
2. Copy of documentation showing possession of a Personal Liability Policy in the amount of \$1Million.
3. Documentation signed by a licensed Physician or Psychiatrist attesting to the individual’s mental stability and clearly stating that the individual has no physical or mental condition which might cause irrational or impulsive behaviors. (Renewed yearly)
4. A signed letter (Renewed every six months) from the applicant attesting that they currently are not experiencing undo stress related to their: job (loss of, or change of): relationships (divorce, financial obligations, etc.): chronic illness / injury (of self or a loved one) or death of a loved one: traumatic event such as a natural disaster, theft, assault, or violence (against themselves or a loved one); emotional state due to any short-term or chronic depression, anxiety, anger, guilt or low self-esteem. Including acknowledgement that should any of these conditions arise, the applicant will immediately inform the Superintendent and permission for concealed carry on school grounds will be revoked until the identified stressor has been resolved.

SECTION 3. Acknowledgment

I understand that by submitting this application I am certifying under penalty of perjury under the laws of the State of California that the information provided is accurate and all documents attached are true and correct copies of the original. I understand that the decision to grant me permission to carry a firearm and/or ammunition on school grounds is at the sole discretion of the school district.

Print name: _____ Date: _____

Signature: _____

Exhibit

Business and Noninstructional Operations

E(2) 3515.7(a)

FIREARMS ON SCHOOL GROUNDS

FIREARM AND AMMUNITION POSSESSION AGREEMENT

The district permits the possession of firearms and ammunition on school grounds consistent with applicable law and Board policy. Before the Superintendent or designee grants such permission to any person to possess a firearm or ammunition on school grounds, the person requesting such permission must agree to the conditions described below regarding acceptable use and the safety restrictions imposed by the district.

I. Definitions

Ammunition means, but is not limited to, any bullet, cartridge, magazine, clip, speed loader, autoloader, or projectile capable of being fired from a firearm with a deadly consequence. Ammunition does not include blanks.

Firearm means a device, designed to be used as a weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.

Carry Concealed Weapon (CCW) license means a valid, current permit to carry a concealed firearm issued by a county sheriff or chief of police within California and must contain no restriction on the carrying of a firearm on school grounds.

School grounds include, but are not limited to, school buildings, fields, storage areas, and parking lots.

II. District Rights

E(2) 3515.7(b)

FIREARMS ON SCHOOL GROUNDS (continued)

The Superintendent or designee shall notify the principal and other appropriate staff of all persons granted permission to carry a firearm and/or ammunition on school grounds.

Permission to carry a firearm and/or ammunition does not necessarily apply to all types of lawful firearms or ammunition. The Superintendent or designee may deny permission for any specific type of firearm or ammunition or otherwise change the scope of the permission.

The Superintendent or designee shall notify law enforcement in the event that the person uses a firearm or ammunition in a manner that threatens the safety of other persons or district property.

The district reserves the right to revoke, at any time, the permission granted to an individual to possess a firearm and/or ammunition on school grounds. Grounds for revocation include, but are not limited to, a violation of law, Board policy, or any terms of this Agreement; concerns of the Superintendent or designee about the individual's ability to safely use the firearm or

ammunition on school grounds; or any subsequent change in Board policy that would prohibit the granting of permission to any individual.

III. Responsibilities

Responsibilities of any person given permission to carry a firearm or ammunition on school grounds include, but are not necessarily limited to:

1. Abiding by all applicable laws, Board policy, and the terms of this Agreement.
2. Ensuring the safe storage and handling of the firearm and ammunition.
3. Notifying the Superintendent or designee whenever the CCW license is revoked, expires, has new restrictions placed on it, or is renewed during the term of this Agreement and providing a copy of the renewed license as applicable.
4. Only using the firearm and/or ammunition during an emergency that threatens the safety of students, staff, or other persons on school grounds and in accordance with applicable laws and the terms of the CCW license.
5. Keeping the firearm and/or ammunition fully concealed from view at all times while on school property except in an emergency.
6. Keeping the firearm and/or ammunition maintained in working order to insure that mechanical failure will not lead to accidental discharge or critical failure during an emergency.

IV. Acknowledgment of Receipt and Agreement

I acknowledge that I have received, read, and understood the Firearms and Ammunition

E(2) 3515.7(c)

FIREARMS ON SCHOOL GROUNDS (continued)

Possession Agreement. I understand that any violations of this Agreement may be grounds for revocation of the Agreement.

For district employees: In addition, I understand that any violations of this Agreement may result in disciplinary action, up to and including termination.

My signature below indicates my knowing and voluntary acceptance of all the terms of this Agreement. I understand it is my obligation to apply to renew this Agreement before it expires in order to continue to possess a firearm or ammunition on school grounds.

Print Name

Signature

Date

VI. District Permission

Pursuant to Penal Code 626.9 and 30310 and as authorized by the Governing Board, I grant written permission to the following individual, whose name appears on the signature line under Section IV – Acknowledgement of Receipt and Agreement, to carry a firearm or ammunition on school grounds under the terms of this Agreement.

I reserve the right to revoke or modify the scope of the permission granted in this Agreement. This Agreement shall automatically expire on the date listed below and may be renewed subject to district criteria.

_____	_____
Name	Title
_____	_____
Signature	Date

Expiration date of Agreement: _____

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

UNOFFICIAL MINUTES
Board of Trustees Board Meeting

July 12, 2016

CALL TO ORDER

The meeting was called to order at 6:00 p.m. in the District Office Board Room by Board Member Kathie Whitesell, who established a quorum was present. Attending were Terry Bressler, Lincoln Forry, and Charles Yerxa. Also in attendance was Superintendent Dwayne Newman and Sheryl Parker

HEARING OF THE PUBLIC FOR
ITEMS ON THE AGENDA

No information was presented.

HEARING OF THE PUBLIC FOR
ITEMS NOT ON THE AGENDA

No information was presented

**INFORMATION/DISCUSSION/
POSSIBLE ACTION ITEMS**

NO ACTION TAKEN

Wally Browe of CPM provided an updated regarding bond progress. The stenciling at BPS will occur on a Saturday after school is in session for no additional cost. All change orders will be approved by the Superintendent prior to any additional work beginning.

ACTION ITEM #1516244

Motion was made by Charles Yerxa, seconded by Terry Bressler to approve the Air Systems/Star Energy Management, Inc. Agreement for Proposition 39 Funded Energy Efficiency & Conversation Lighting. The Governing Board asked for assurance that the football stadium, tennis court and all other eligible areas be included. Mr. Browe will research the issue and get back to board.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Vote: (4 Ayes, 1 Absent)

ACTION ITEM #1516245

Motion was made by Lincoln Forry, seconded by Terry Bressler to approve the revised 2015-16 CSEA Salary Schedule Effective 1/1/17.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Vote: (4 Ayes, 1 Absent)

Board of Trustees Meeting
July 12, 2016

ACTION ITEM #1516246 Motion was made by Charles Yerxa, seconded by Terry Bressler to approve and adopt the second reading of AR 3541.1 – Transportation for School Related Trips.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Vote: (4 Ayes, 1 Absent)

ACTION ITEM #1516247 Motion was made by Charles Yerxa, seconded by Terry Bressler to approve and adopt the second reading of E 3541.1 – Transportation

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Vote: (4 Ayes, 1 Absent)

ACTION ITEM #1516248 Motion was made by Charles Yerxa, seconded by Terry Bressler to approve and adopt the second reading of AR 4112 – Appointment & Conditions of Employment

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Vote: (4 Ayes, 1 Absent)

ACTION ITEM #1516249 Motion was made by Charles Yerxa, seconded by Lincoln Forry to approve the following consent agenda items:

- a.) June 14, 2016 Meeting Minutes
- b.) June 28, 2016 Meeting Minutes
- c.) Warrants: Batch #46-47
- d.) ASB Fund Statement

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Absent
Bressler – Aye
Forry – Aye

Board of Trustees Meeting
July 12, 2016

Vote: (4 Ayes, 1 Absent)

ADJOURNMENT

The meeting adjourned at 7:00 PM

Respectfully submitted by Zeba Hone,
Executive Administrative Assistant

APPROVED BY:

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street
Colusa, CA 95932

UNOFFICIAL MINUTES
Board of Trustees Board Meeting

July 26, 2016

CALL TO ORDER

The meeting was called to order at 7:00 p.m. in the District Office Board Room by Board President, Kelli Griffith-Garcia, who established a quorum was present. Attending were Terry Bressler, Lincoln Forry, Kathie Whitesell and Charles Yerxa. Also in attendance was Superintendent Dwayne Newman and Jeremy Miller.

HEARING OF THE PUBLIC FOR
ITEMS ON THE AGENDA

No information was presented.

HEARING OF THE PUBLIC FOR
ITEMS NOT ON THE AGENDA

No information was presented

**INFORMATION / DISCUSSION /
POSSIBLE ACTION ITEMS**
NO ACTION TAKEN

No formal action was taken on item D. 1 – Wallace Kuhl & Associates Proposal for CHS Gym Restroom – Special Testing.

ACTION ITEM #1516250

Motion was made by Terry Bressler, seconded by Charles Yerxa to approve the Rivercity GeoProfessionals, Inc. Agreement (to include corrections to the date and zip code) for CHS ADA Restroom Upgrades & Gym HVAC Replacement – Special Inspection & Material Testing Services

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ACTION ITEM #1516251

Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the Top Tier Datacom Proposal for District Office Network Cabling.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

Board of Trustees Meeting
July 26, 2016

ACTION ITEM #1516252

Motion was made by Lincoln Forry, seconded by Terry Bressler to approve the 2016-2017 Declaration of Need for Fully Qualified Educators.

Whitesell – Aye
Yerxa – Aye
Griffith-Garcia – Aye
Bressler – Aye
Forry – Aye

Vote: (Unanimous)

ADJOURNMENT

The meeting adjourned at 7:50 PM

Respectfully submitted by Zeba Hone,
Executive Administrative Assistant

APPROVED BY:

Colusa Unified School District
Personnel Assignment Order
2016-2017 #1

EMPLOYMENT, RESIGNATIONS, AND OTHER

CERTIFICATED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
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Retirement:

Resignation:

Jeff Poppinga	K-8 Choir Teacher			7/26/2016
Robert Kirkman IV	CHS Social Studies			7/29/2016

Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

CLASSIFIED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Salary</u>	<u>Date</u>
Joseph Silva	JV FB Assistant Coach	\$2104.00	8/1/2016

Leaves:

Resignation:

<u>Name</u>	<u>Position</u>	<u>Date</u>
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Retirement:

Increase of Hours:

Job transfer:

Termination:

COLUSA UNIFIED SCHOOL DISTRICT

TRUSTEES:
MR. LINCOLN FORRY
MR. TERRY BRESSLER
MR. CHARLES YERXA
MRS. KELLI GRIFFITH-GARCIA
MRS. KATHIE WHITESELL

745 TENTH STREET, COLUSA, CA 95932
PHONE: (530) 458-7791 • FAX: (530) 458-4030

DWAYNE NEWMAN
DISTRICT SUPERINTENDENT



Payroll totals for the month of: JUNE 2016

Issued 06/10/2016: (SUP)	\$ 16,462.07
Issued 06/30/2016: (EOM)	\$ 752,287.54
Issued 06/30/2016: (11D)	<u>\$ 59,035.39</u>
Monthly total	\$ 827,785.00

Payroll totals for the month of: JULY 2016

Issued 07/10/2016: (SUP)	\$ 17,008.71
Issued 07/31/2016: (EOM)	<u>\$ 161,714.40</u>
Monthly total	\$ 178,723.11

2015-16 DEVELOPER FEE REPORT

BEGINNING BALANCE JULY 1, 2015 **\$ 1,325,061.61**

INCOME:

DEVELOPER FEES COLLECTED:		# of Homes	Amount Collected	
River Vista Farms	COMMERCIAL		\$ 1,943.46	
Hilbers	COMMERCIAL		\$ 5,670.00	
Parker	RESIDENTIAL ADDITION		\$ 2,016.00	
Colusa Industrial Properties	COMMERCIAL		\$ 3,240.00	
Griffith	RESIDENTIAL	1	\$ 9,528.96	
Hilbers	COMMERCIAL		<u>\$ 15,552.00</u>	
TOTAL DEVELOPER FEES		1	\$ 37,950.42	\$ 37,950.42

INTEREST: **\$ 20,305.48**

TOTAL INCOME **\$ 58,255.90**

TOTAL INCOME AND BEGINNING BALANCE **\$ 1,383,317.51**

EXPENSES:

EMS New Portables Furniture/Equipment	\$ 10,077.05
Flooring for Old Portable at BPS	\$ 4,125.00
Financial Consultant Services for Bond Planning/Disclosure	\$ 21,592.76
AG Barn Project to Date	\$ 186,921.08
EMS NEW Portables to Date	\$ 2,469.11
BPS NEW Portable/Restroom Remodel to Date	\$ 1,280.34
CHS HVAC/Restroom Remodel to Date	\$ 191,319.65
Indirect Fee to District for Handling Collection of Fees	<u>\$ 1,138.51</u>

TOTAL EXPENSES **\$ 418,923.50**

ENDING BALANCE JUNE 30, 2016 **\$ 964,394.01**

COLUSA UNIFIED SCHOOL DISTRICT
2016-17 GENERAL FUND 01 BUDGET REVISION

H.1.f.

August 9, 2016

2015-16 PROJECTED BEGINNING BALANCE (15-16 Books Not Closed)	926,076
estimated carryover Restricted Fund balance	<u>39,560</u>
Projected Beginning Balance	965,636
ESTIMATED INCOME	<u>14,895,840</u>
TOTAL INCOME/BEGINNING BALANCE	15,861,476

Resource Code and Program

1100 Increase Unrestricted Lottery	25,000
4201 Increase Title III - Immigrant	408
4203 Increase Title III - LEP	2,078
6300 Increase Restricted Lottery	20,000
9015 Add Career Pathways Grant Carryover	54,471
REVISED TOTAL INCOME	14,997,797
REVISED TOTAL INCOME + BEGINNING BALANCE	15,923,873

EXPENDITURES

Current Expenditure Budget	14,771,325
Reserve for Revolving Cash	30,350
Reserves for Van/Bus/Tech/Textbooks	200,000
Undistributed Reserve	<u>820,241</u> <u>1,050,591</u>
	15,821,916
0000 Carryover from 15-16 Fundraiser/Donation Accounts	39,560
0000 Corrections	39,999
0000 Increase in Property/Liability Insurance	29,000
9015 Add Career Pathways Grant Carryover	54,471
9099 Increase Athletic Budget \$10K Transp \$5K for Gate workers	15,000
Revised Expenditure Budget	14,949,355
Reserve for Revolving Cash	30,350
Reserves for Van/Bus/Tech/Textbooks	200,000
Undistributed Reserve	<u>744,168</u> <u>974,518</u>
	15,923,873

PASSED AND ADOPTED this 9th Day of August, 2016 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:
 NOES:
 ABSENT:

Dwayne Newman, Superintendent

Multi-Year Projection Summary - August 9, 2016

INCOME	14/15 ACTUALS	15/16 BUDGET	16/17 BUDGET	17/18 BUDGET	18/19 BUDGET
8011-8089 TOTAL LCFF	10,874,660	12,387,361	13,077,903	13,605,277	13,818,263
TOTAL FEDERAL REVENUE	514,766	571,564	392,007	389,521	389,521
TOTAL STATE REVENUE	1,015,848	2,097,139	1,280,516	935,516	935,516
TOTAL LOCAL REVENUES	387,830	306,432	247,371	123,076	79,076
TOTAL REVENUES	12,793,104	15,362,496	14,997,797	15,053,390	15,222,376
EXPENDITURES					
TOTAL CERTIFICATED	5,939,658	6,348,954	6,301,933	6,345,256	6,385,589
TOTAL CLASSIFIED	1,847,681	2,101,251	2,179,507	2,207,598	2,235,411
TOTAL BENEFITS	<u>2,620,009</u>	<u>2,995,002</u>	<u>3,150,485</u>	<u>3,374,421</u>	<u>3,542,258</u>
SUBTOTAL SALARIES/BENEFITS	10,407,348	11,445,207	11,631,925	11,927,275	12,163,258
TOTAL BOOKS AND SUPPLIES	770,436	1,589,390	907,508	759,268	759,268
TOTAL TRAVEL, REPAIRS, UTILITIES, INS, OTHER	1,102,341	1,331,213	1,239,502	1,192,391	1,192,391
TOTAL CAPITAL OUTLAY	56,177	460,366	200,000		
TOTAL SELPA, COMMUNITY SCH, DEBT PYMT	603,624	801,977	970,420	1,000,000	1,000,000
TOTAL EXPENDITURES	12,939,926	15,628,153	14,949,355	14,878,934	15,114,917
TOTAL REVENUES LESS EXPENDITURES	-146,822	-265,657	48,442	174,456	107,459

GENERAL FUND BEGINNING BALANCE	1,347,994	1,201,172	935,515	983,957	1,158,413
LESS AMOUNT ABOVE REVENUES LESS EXP	-146,822	-265,657	48,442	174,456	107,459
Less Reserve for Revolving Cash		-30,350	-30,350	-30,350	-30,350
less Reserves for Van/Bus, Tech, Textbooks		-125,000	-200,000	-275,000	-325,000
UNDISTRIBUTED GENERAL FUND RESERVE	1,201,172	780,165	753,607	853,063	910,522
% UNDISTRIBUTED RESERVE	9.28%	4.99%	5.04%	5.73%	6.02%

AMOUNT ABOVE (-BELOW) 5%	554,176	-1,243	6,139	109,116	154,776
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	CDE Snapshot				
		12,393,437			
TOTAL ADA	1386.33	1404.27	1402.72	1402.72	1402.72
multiply x Average Amount per ADA	\$ 7,844	\$ 8,821	\$ 9,323	\$ 9,699	\$ 9,851
Total LCFF Funding Budgeted	\$ 10,874,660	\$ 12,387,361	\$ 13,077,903	\$ 13,605,277	\$ 13,818,263
% Increase over Prior Year	10.77%	13.91%	5.57%	4.03%	1.57%
CUSD P-2 ADA	1381.29	1399.72	1399.72	1399.72	1399.72
Adult Transition Class Reported by CCOE	5.04	3.48	3	3	3
Community School ADA Reported by CCOE	0	1.07	0	0	0
TOTAL ADA CUSD LCFF	1386.33	1404.27	1402.72	1402.72	1402.72

ASSUMPTIONS:

Add 21 ADA	Same ADA	Same ADA	Same ADA
	1 New Te Position	No New Staff	No New Staff
	No New BPS TE	1 Retirement Te	
	+50K MOT	Infinite Campus+30K	
-153K Title I SES	Add \$47K Supply		
	-25K Nursing		
	new SELPA \$ 4/27		
800K One Time	300K One Time		
Loss of \$74K ROP	Loss of \$130K ROP		
8.88% STRS	10.73% STRS	12.58% STRS	14.43% STRS
11.7% PERS	11.847% PERS	13.888 PERS	16.6% PERS
			16.28% STRS
			18.2% PERS

Impact of Minimum Wage Increase for Classified is not budgeted as it is unknown-must be negotiated

Colusa Unified School District

Budget Revision

August 9, 2016

Cafeteria Fund 13			
	APPROVED BUDGET	PROPOSED REVISION	REVISED BUDGET
BEGINNING BALANCE	107,491		107,491
8220 Federal Reimbursements	560,000		560,000
8290 Other Federal Revenue			0
8520 State Reimbursements	53,000		53,000
8631 Sale of Equipment	0		0
8634 Food Sales	170,000		170,000
8660 Interest	100		100
8916 To Cafeteria Fund From General Fund	<u>35,000</u>	<u>-15,000</u>	<u>20,000</u>
TOTAL INCOME	818,100	-15,000	803,100
TOTAL BEGINNING BALANCE + INCOME	925,591	-15,000	910,591
2000 Classified Salaries	261,728		261,728
3000 Employee Benefits	101,326		101,326
4000 Food & Supplies	321,500		321,500
5000 Other Services & Operating Expenses	54,000		54,000
6000 Equipment	0		0
7350 INTERFUND INDIRECT	<u>20,000</u>		<u>20,000</u>
TOTAL EXPENSES	758,554	0	758,554
PROJECTED ENDING BALANCE	167,037	-15,000	152,037

PASSED AND ADOPTED this 9th day of August, 2016 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES:

NOES:

ABSENT:

Signed _____

Dwayne Newman, Superintendent

Associated Student Body Fund

Egling Middle School and Colusa High School

as of August 2, 2016

H.1.h.

Colusa High School

Account	Name of Club	Balance
800	Colusa HS ASB	\$ 294.08
801	ASB Football Concessions	\$ 705.96
802	ASB Student Store	\$ -
811	Art Club	\$ 918.14
812	Ashland Shakespeare Trip	\$ 11.23
820	Block C - Other	\$ -
821	Block C - Baseball	\$ 4,710.46
822	Block C - Boys Basketball	\$ 1,862.77
823	Block C - Boys Soccer	\$ 460.30
824	Block C - Boys Tennis	\$ 23.63
826	Block C - Football	\$ 607.46
827	Block C - Girls Basketball	\$ 734.81
829	Block C - Girls Tennis	\$ 126.98
832	Block C - Softball	\$ 947.23
833	Block C - Track and Field	\$ 4,616.55
834	Block C - Volleyball	\$ 5,459.63
848	Class of 2017	\$ (240.18)
849	Class of 2018	\$ (55.12)
850	Class of 2019	\$ -
860	COLUS Yearbook	\$ 6,669.44
863	CSF	\$ 1,486.32
865	FBLA	\$ 491.08
870	FFA	\$ 9,089.43
876	Drama Club	\$ 447.22
885	Friday Night Live	\$ 141.11
887	Spanish Club	\$ 258.56
888	Spirit Club	\$ 2,340.33
890	Cooking Club	\$ 114.03
892	Science Club	\$ 91.52
TOTAL CHS		\$ 42,312.97
Egling Middle School		
950	Egling MS ASB	\$ 1,072.71
955	Club Live	\$ 974.75
960	Kids Can Save	\$ 49.80
965	Library	\$ 113.52
985	Sweatshirts	\$ 1,820.03
990	Yearbook	\$ 918.68
995	8th Grade	\$ 2,354.63
TOTAL EMS		\$ 7,304.12
TOTAL FUND 95 ASB		\$ 49,617.09