#### **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 January 12, 2016

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

#### <u>PUBLIC COPY</u> 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 traducciǿn en Español para la junta regular de la mesa directive. Para solicitor servicios de traducciǿn al español, por favor llame a la Oficina del Superintendente, al 458-7791, con 3 dias de anticipaciǿn por lo menos.]

#### 6:00 P.M. OPEN SESSION

- A. Call to Order
- B. Pledge of Allegiance

#### C. 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.

#### D. 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 agendized 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.

- E. 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
    - b. Board Committees Establish District Committee Members for 2016
    - c. Site Visits
  - 3. Superintendent's Report

a.

- Improving Achievement (standing item)
  - 1. LCAP Update
  - 2. Discussion of CSBA Trainings
- b. Management (standing item)
  - 1. Bond Projects Update
  - 2. BPS Safety Procedures Update

- 3. Computer Network Update
- c. Budget (standing item) 1. Enrollment
- 4. Principal's Report Jody Johnston
- F. CSEA (California School Employees Assn.) Representative's Report
- G. CEA (Colusa Educators Association) Representative's Report
- H. Information/Discussion/Possible Action Items
  - 1. SELPA Committee Advisory Committee Appointment
  - 2. Consider Approval of Resolution #2015.16.04 Signatures of the Board
  - 3. Discussion Regarding Security Camera's Field of View & Privacy
  - 4. Consider Approval of Architectural-Engineering Services Contract for CHS Ag Barn
  - 5. Consider Approval of Architectural–Engineering Services Contract for CHS Restroom & HVAC
  - 6. Discussion Regarding CTE Grant Update
  - 7. Warrants: Batch 2015-16 #22-24
- I. Motion to Approve Items on the Consent Action Agenda
  - 1. Consider Approval of Consent Agenda: <u>Regular and Customary Business Items:</u>
    - a. December 8, 2015 Meeting Minutes
    - b. Williams Uniform Complaint Procedure
    - c. General Fund 01 Budget Revision
    - d. Cafeteria Fund 13 Budget Revision
    - e. Contract with James Marta & Company for Bond Audit
    - f. Revised CEA Tentative Agreement
    - g. Personnel Assignment Order #2015-2016 #7
    - h. December Payroll
    - i. ASB Financial Statement
    - j. 2014-15 School Accountability Report Card for Burchfield Primary School
    - k. 2014-15 School Accountability Report Card for Egling Middle School
    - l. 2014-15 School Accountability Report Card for Colusa High School
    - m. 2014-15 School Accountability Report Card for Colusa Alternative High School
    - n. 2014-15 School Accountability Report Card for Colusa Alternative Home School
- J. Hearing of Public for Matters on Closed Session Agenda
- K. Adjourn to Closed Session to consider and/or take action upon any of the following items:
  - 1. <u>Student Matters</u>:
    - a. Out-of-School Suspensions (Standing item-information)
    - b. Inter-District Transfers (*Standing item-information*)
  - 2. <u>Personnel Matters</u>:
    - a. Public Employment
      - 1. 2015-2016 New Hires
      - 2. Probationary Teacher Review

#### b. Public Employee Discipline/Dismissal/Release/Resignations 1. Resignations

#### 3. <u>Negotiations:</u>

Instructions 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)

- L. Reconvene Open Session
- M. Adjournment of the Meeting

# **BOARD MEMBERS ON DISTRICT COMMITTEES**

January 12, 2016

CRAF	
Friends of Music	
Friends of Ag.	
Grounds	
SELPA	

Training opportunities created just for you!

# New Board Member and Superintendent



As a new board member or superintendent you need information to help you hit the ground running. CSBA has a variety of leadership training opportunities aimed at building your governance foundation. We understand that your job is critical and we want to help you move your district in the right direction. There are several professional development events available:

# **1. Trainings / Events**

Orientation for New Trustees: Preparing for the First 100 Days

Institute for New and First-Term Board Members

The Brown Act:

Prepares new board members and superintendents for their first 100 days of service. Attendees will learn about their critical role and key responsibilities. It is crucial for the board and superintendent to work closely to pursue the shared goals of the district and keep efforts focused on student learning.

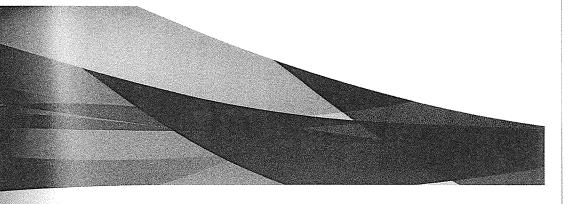
Cost: Early registration: \$235 | On-site registration: \$245

This innovative two-day seminar is one of the best opportunities for newly elected and first-term trustees to learn about their unique role and responsibilities. Board members and superintendents can sharpen their skills on effective governance, finance, human resources and student learning. For superintendents that attend with their new board member(s), we'll waive their registration fee.

Cost: Early registration: \$325 | On-site registration: \$335

Every board member and superintendent needs to know about the Brown Act. Explore the intricacies of the complex act and learn how to apply the law. This fact-filled workshop increases participants' knowledge of the agenda, the meeting and the closed sessions.

Cost: Early registration: \$185 | On-site registration: \$195



Annual Education Conference and Trade Show

Back to Agenda

Leadership Institute: Taking Action fo Student Success

CCBE Annual Conference

CCBE County Board Governance Workshop Get information, share insights and find solutions and ways to raise student achievement levels at the more than 100 highly focused sessions. This premier event connects you with more than 2,500 education leaders and focuses on key areas to guide governance teams.

**Cost:** Early registration: \$475 | Regular registration: \$490 ["On-site registration: \$575

Informed leadership is the key to fostering student learning and school district success. Join your colleagues for two full days of high-quality speakers, content and engagement at California's most comprehensive conference on student learning. Build your knowledge, strengthen your effectiveness and hone your leadership skills.

**Cost:** \$249

The only conference created by county board members for county board members and superintendents to address unique issues and student populations that counties work with. Share tips, best practices and new ideas.

**Cost:** Early registration: \$295 | Regular registration: \$345 | On-site registration: \$400

CCBE, in collaboration with CSBA, is proud to offer a new county board governance workshop. This two-day training will provide county board members with in-depth county focused learning opportunities on finance, effective governance, the county board role as an appellate body involving interdistrict transfers, expulsions, legislative advocacy and community leadership, charter schools approval, appeals and oversight.

Cost: \$299

Orientation for New Trustees	
November 30, 2016	San Francisco
Institute for New and First-Term	Board Members
January 29-30 2016	Sacramento
February 26-27, 2016	Pasadena
March 4-5, 2016	Anaheim
March 11-12,2016	Burlingame
April 1-2, 2016	Redding
The Brown Act	
January 29, 2016	Sacramento
March 4, 2016	Anaheim
March 11, 2016	Burlingame
Annual Education Conference an	id Trade Show
December 1-3, 2016	San Francisco
Leadership Institute: Taking Action	for Student Success
July 15-16, 2016	Sacramento
CCBE Annual Conference	
September 9-11, 2016	Monterey
CCBE County Board Governance	Workshop
January 29-30, 2016	Sacramento

For more information about training opportunities and registration dates for 2016, check out the Governance U guide online at www.csba.org/GovUguide.

# 2. Online

We offer complimentary webinars and webcasts all year round about hot topics from experts at CSBA and partner organizations. You can find Forecast and Back-to-School webcasts and so much more! Visit www.csba.org/webcastsandwebinars.

# 3. Governance

CSBA's Governance Consulting Services provides workshops, resources and guidance for building effective governance teams. Consultants work closely with your team to prepare a customized governance leadership workshop specific to your district's goals and interests.

Training opportunities created just for you!

# **Experienced Board Member and Superintendent**

csbai

CSBA has dynamic and innovative learning opportunities designed to help you take your governance knowledge to the next level. We will equip you with the knowledge and skills to build and support an effective governance team. The following programs are available:

1. Trainings /	Events
The Brown Act: What You Need to Know	Every board member and superintendent needs to know about the Brown Act. Explore the intricacies of the complex act and learn how to apply the law. This fact-filled workshop increases participants' knowledge of the agenda, the meeting and the closed sessions.
	<b>Cost:</b> Early registration: \$185   On-site registration: \$195
Masters in Governance	Become empowered with MIG. This program equips you with knowledge and skills to build and support an effective governance structure. The five courses cover the governance team's roles and responsibilities in the areas of setting direction, student learning, policy, human resources, collective bargaining, school finance and community relations. Courses are offered throughout the state. Visit www.csba.org/mig for more information.
	<b>Cost:</b> Early registration: \$249   On-site registration: \$259
Board Presidents Workshop	This workshop prepares you for this leadership role. You will receive tips, tactics and techniques from tried and true successful practices, based on research and experience to help you forge an effective governance team.
	<b>Cost:</b> Early registration: \$225   On-site registration: \$235
Legal Symposium for Experienced Board Members	This a full-day pre-conference seminar held in conjunction with the Annual Education Conference and Trade Show where you will learn how to handle a variety of common legal situations. Experts in education offer their legal perspective on the timely and complex issues boards often face.
	Cost: Early registration: \$235   On-site registration: \$245
Annual Education Conference and Trade Show	Get information, share insights and find solutions to raise student achievement levels at more than 100 highly focused sessions. This premier event connects you with more than 2,500 education leaders and focuses on key areas to guide governance teams.
	<b>Cost:</b> Early registration: \$475   Regular registration: \$490   On-site registration: \$575
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Deep Dive Join us for our Winter 2016 focus: Data Demystified. Seminar Series As district leaders improve upon their LCAPs to better align and prioritize funding, the need for data has never been more important. This hands on workshop will help school district leaders better understand the data they need to direct resources and services to those students most in need. **Cost:** Early registration: \$185 | On-site registration: \$195 leadership Informed leadership is the key to fostering student learning and school district success. Join your colleagues for two full days of high-quality speakers, content and engagement at California's most comprehensive conference on student learning. Build your knowledge, strengthen your effectiveness and hone your leadership skills. Cost: \$249 Blueprint for This strategic planning workshop will guide board a Successful members through the steps of a strategic planning LCAP Process process, including LCAP requirements. The first session and Beyond covers a 9-step blueprint for selecting goals and monitoring metrics while creating high levels of staff and community involvement. The second session focuses on inspiring greater buy-in and effort to actually achieve your goals. Cost: \$155 The only conference created by county board members for county board members and superintendents to address unique issues and student populations that counties work with. Share tips, best practices and new ideas. Cost: Early registration: \$295 | Regular registration: \$345 | On-site registration: \$400 CCBE, in collaboration with CSBA, is proud to offer a new Board Governance county board governance workshop. This two-day training will provide county board members with in-depth county focused learning opportunities on finance, effective governance, the county board role as an appellate body involving interdistrict transfers, expulsions, legislative advocacy and community leadership, charter schools approval, appeals and oversight. Cost: \$299

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January 29, 2016	Sacramento
March 4, 2016	Anaheim -
March 11, 2016	Burlingame
Masters in Governance	
Course 1 & 3: Jan. 29, 2016	Sacramento
Course 2, 4, 5: Jan. 30, 2016	Sacramento
Course 4: Feb. 6, 2016	Visalia
Course 1 & 3: March 4, 2016	Anaheim
Course 2, 4 ,5: March 5, 2016	Anaheim
Course 3: March 18, 2016	Hayward
Course 5: April 9, 2016	Visalia
Course 4: April 15, 2016	Hayward
Course 5: May 6, 2016	Hayward
Board Presidents Workshop	
lanuary 30, 2016	Sacramento
March 5, 2016	Anaheim
Warch 12, 2016	Burlingame
Legal Symposium for Experienced Boa	rd Members
November 30, 2016	San Francisco
Annual Education Conference and Trac	de Show
December 1-3, 2016	San Francisco
Deep Dive Seminar Series: Data Demystifi	ied
anuary 28, 2016	Sacramento
March 3, 2016	Anaheim
.eadership Institute: Taking Action for S	tudent Success
uly 15-16, 2016	Sacramento
Blueprint for a Successful LCAP Process	s and Beyond
April 30, 2016	West Sacramento, CSBA
CCBE Annual Conference	
September 9-11, 2016	Monterey
CCBE County Board Governance Works	ihop
anuary 29-30, 2016	Sacramento

## Memorandum

То:	Dwayne Newman, Superintendent
From:	Wallace E. Browe CUSD Measure A Bond Program Manager
Date:	January 5, 2016
Subject:	Measure A Bond Program Progress Update #7 For January 12, 2016 Board Meeting

This memorandum is to provide a progress update on Colusa Unified School District's Measure A Bond Program.

#### 1. Measure A Bond Program Budgets

CPM continues to refine the budgets as costs expenditure begin to roll-in for the Program. Meetings continue with Dwayne to confirm details of budgets and confirmed savings from specific anticipated costs that will offset necessary hard costs from within the Program Projects. The Program is currently under budget with some modifications to delivery methodologies and more refined project scopes at all sites.

#### 2. <u>Citizens' Bond Oversight Committee (CBOC)</u>

The next CBOC meeting is scheduled for January 25, 2016.

#### 3. Prop. 39 California Clean Energy Jobs Act

The Energy Expenditure Plans (EEP) for all three sites has been approved by the California Energy Commission (CEC) on October 21<sup>st</sup>. We continue planning on wrapping the EEP scope of work to be concurrent and completed with our other summer work.

#### 4. DSA Certification

CPM is working with DSA to close 3 uncertified projects prior to the Department of State Architect (DSA) approval of the Summer 2016 project documents. CPM forwarded documents for DSA approval regarding the certification. The District will be submitting DSA Forms 311 and 312 to finalize the approval of the projects completed back in the early 90's. These forms provide current validation for the missing parts of the required certifications. In addition, CPM is leveraging the approval of the District Wide Fire Alarm Projects to confirm with the installation of the new automated fire alarm system that the District can eliminate the deferred fire alarm approvals being required from 1992.

#### 5. <u>Single Source Manufacturers Resolution</u>

CPM is in the process of identifying products and developing the required documentation for adoption of a single source manufacturer's resolution by the CUSD Board.

#### 6. District-Wide Fire Alarm Replacements

The DSA has approved the District-Wide Fire Alarm Project.

The Project is scheduled to go out-to-bid in February/2016. The current 100% CD estimate has the project on-budget.

#### 7. District-Wide Low Voltage (LV) System Replacement

CPM is setting up demonstration meetings with Dwayne, Terry & Jeremy within the next two weeks. CPM will be assisting the District in establishing bidding/procurement documents for Cabling, Intercom, Paging, Bell and CCTV systems. The bid documents have slipped a few weeks on the



Bagasure A Bond Program Update #7 January 5, 2016 Page Two

schedule but will not impact the overall program schedule. The revised finalized out-to-bid date was extended to early February. Specific equipment locations and further UPS analysis will be required for the specific scopes of work.

#### 8. Egling Choir Portable and Paving Replacement

The Project was submitted into DSA on December 8<sup>th</sup>. All reviews and comments were incorporated into the design. The current estimate indicates the project is roughly \$238,000 over budget.

#### 9. <u>Burchfield ADA Restroom & Paving Replacement | Colusa High Gymnasium HVAC and ADA</u> <u>Restroom Replacement</u>

The Project was submitted into DSA on December 8<sup>th</sup>. All reviews and comments were incorporated into the design. The current 100% CD estimate indicates the project is roughly \$134,000 under budget with some minor additional scope added to the project.

#### 10. Colusa High School Gym HVAC and Restroom ADA Modernization

The Project was submitted into DSA on December 24<sup>th</sup>. All reviews and comments were incorporated into the design. The current 100% CD estimate is currently \$20,900 under budget.

#### 11. Colusa High School Agricultural Support Building

The Architectural Nexus Contract is providing the site adapt design for the building. This includes site coordination tie-ins for sewer, water and electrical. The soil has been analyzed and engineered for the preparation of the slab. This analysis will provide Schmidt Construction, the building installer with critical information for footing and slab placements. A Project Kick-off meeting has been scheduled for January 7<sup>th</sup> with Schmidt Construction.

#### COLUSA UNIFIED SCHOOL DISTRICT 745 Tenth Street

Colusa, California 95932

#### **RESOLUTION #2015-16.04**

#### Signatures of the Members of the Board

WHEREAS, the Governing Board of the School District recognizes its obligation to maintain statutory regulations regarding Governing Boards (Education Code Section 42633/85234).

**THEREFORE BE IT RESOLVED**, the following people are designated by their affixed signatures on the attached verification form as the members of the Governing Board of the Colusa Unified School District.

I, <u>Kathie Whitesell</u>, clerk of the Governing Board of the Colusa Unified School District of Colusa County, California, do hereby certify that the foregoing is a full true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at its regular place of meeting, which resolution is on file in the office of said Board.

January 12, 2016 Date

Kathie Whitesell, Clerk

PASSED AND ADOPTED this 12th day of January, 2016 by the following vote:

AYES: 4 NOES: Ø ABSENT: 1 TO: Colusa County Superintendent of Schools

FROM: Governing Board, Colusa Unified School District

RE: APPROVAL OF WARRANT ORDERS – January 1, 2016 through December 31, 2016.

In Accordance with Education Codes Section §42632 and Section §42633, following are verified signatures of:

1. District officers or employees authorized to sign all orders for warrants against district funds in the name of the governing board.

District Superintendent Signature – Dwayne Newman Title **Business Manager** Signature <sup>C</sup>Sheryl Parker Title (Please write "not applicable" on signature lines not utilized for authorization). 2. Governing Board members, whose signatures also indicate approval of any authorization granted above: arra President Clerk Signature – Kathie Whitesell Member Signature – Charles Yerxa Member rry Bressler Signature Member Signature – Lincoln Forry (Approval of three board members is required on orders for warrants against district funds if no district officer or employee is authorized to sign on behalf of the governing board). Signed Clerk Date: January 12, 2016 COLUSA UNIFIED SCHOOL DISTRICT

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17	ARCHI	TECTURAL-ENGINEERING SERVICES
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23	DC	OCUMENTS BOUND HEREWITH
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25	<u>Agreement F</u> Exhibit A:	Construction Budget, Project Schedule and A-E Fees
26 27	Exhibit B:	Reimbursable Expenses and Hourly Fees for Extra
28	EXHIBIT D.	Services
29	Exhibit C:	
30	Exhibit D:	Scope of Services and Deliverables
31	Exhibit E:	DOJ Certification and List of Employees Authorized On
32		School Campuses
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1 2	COLUSA UNIFIED SCHOOL DISTRICT
2 3 4	AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES
5	COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT
6 7 8 9	This agreement is contingent upon Colusa Unified School District Board approval and will not be valid unless approved.
10 11 12 13 14 15	THIS AGREEMENT, made in three copies on December 8 <sup>th</sup> , 2015 by and between Colusa Unified School District "CUSD", hereinafter called "Owner", and Architectural Nexus, Inc. hereinafter called the "Architect-Engineer" or the "A-E", which represents and warrants that it is duly licensed under the laws of the State of California to practice architecture and engineering in the State of California.
16 17 18 19 20	Owner desires to retain Architectural and Engineering to provide complete services for the Project as defined below, including but not limited to the following services: schematic design, design development, construction documents, award and bidding, construction phase and closeout services to develop, design, implement and complete the Project.
21 22 23	ARTICLE 1. DEFINITIONS
23 24 25	OWNER: Colusa Unified School District.
26 27 28 29	ARCHITECT-ENGINEER (A-E): Architectural Nexus, Inc. The organization or individual providing those professional design services set forth herein and associated with the Colusa High School ADA Restroom and Gymnasium HVAC Replacement project, as defined below.
<ol> <li>30</li> <li>31</li> <li>32</li> <li>33</li> <li>34</li> <li>35</li> <li>36</li> </ol>	OWNER'S PROGRAM MANAGER (PM) – Capital Program Management, Inc. (CPM): The agent appointed by Owner as Owner's representative(s) to provide overall program management during the design and construction phases of the Project. For purposes of this Agreement, the PM shall have the authority to direct the work and minor changes to the Project, except that the terms of this Agreement shall not be modified without the approval of Owner.
37 38 39	CONTRACTOR: The construction contractor who receives the contract award for construction of the Project, as defined below.
40 41	PROJECT: Colusa High School Ag Barn Site Adapt

1 2 3 4 5 6 7	PROJECT BUDGET: The total available funding as appropriated through the State School Facilities Program, local bond measure, or other means to be used for the design and construction of the Project. It is the intent of Owner that the Project Budget include all costs for design, engineering, construction, inspection, technical consultant, surveys, testing, project management, Project contingencies, furniture and equipment, and such administrative costs of Owner as shall be deemed appropriate.
8 9 10	CONSTRUCTION BUDGET: The total available funding for work to be performed by construction contractors, excluding change orders.
10 11 12 13	ESTIMATE: A-E's opinion of probable construction costs if the Project were to be put out to bid during the time specified in the Estimate.
14 15 16 17 18 19 20 21	CONTRACT DOCUMENTS: Contract Documents as used in this Agreement and intended for construction shall include the Notice to Bidders, the Instructions for Bidders, the Proposal Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, Interpretations, change orders, Supplemental Drawings, Architect's Instruction Bulletins ("AIB's").
22 23	ARTICLE 2. BUDGETS AND ESTIMATES
24 25 26	A. The Construction Budget is established in attached Exhibit A.
26 27 28 29	B. A-E shall design the Project in a manner that it can be constructed for a cost within the Construction Budget.
29 30 31 32	C. A-E shall follow the Owner's Facility Design Standards and programmatic requirements and selection of materials, systems, and components affecting the quality of construction.
33 34 35 36	D. In accordance with Article 10 and Exhibit D, A-E shall prepare estimates of Project Construction Costs at the following phases:
37 38	1. A-E shall perform a Design Development Estimate of the Project Construction Cost and submit it to Owner for review.
39 40 41 42	2. A-E shall perform a 50% Construction Document Estimate of the Project Construction Cost and submit it to Owner for review.

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# ARTICLE 3. BASIC SERVICES OF THE A-E

A-E's Basic Services shall include all work described herein for the development of schematic design and design development documents, Construction Documents including complete and coordinated drawings, details and notes, and specifications, together with the Estimate, construction administration and field observation of actual construction of the Project, all in accordance with this Agreement, Owner's Facility Design Standards, and applicable laws and regulations.

Construction Cost and submit it to Owner for review.

A-E shall perform a 100% Construction Document Estimate of the Project

In the event of redesign required by project bidding over the Project

Construction Cost in the approved Construction Budget, A-E shall revise the design

documents at their sole expense and shall perform a revised 100% Construction

Document Estimate of the Project Construction Cost and submit it to Owner for review.

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One (1) set of completed documents for each phase (DD's, and 100% CD's) shall be sent to the Owner for progress review and comment. The Owner is under contract with a local reproduction company, which shall be utilized by the A-E for printing and distribution of these progress review documents at the Owner's expense. In addition, one (1) copy of each is to be sent to a pre-determined Cloud-based electronic posting.

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A-E's Basic Services shall be divided into the following components:

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A. Design Development Document Phase

29 1. A-E shall prepare design development documents based on the approved 30 schematic design documents and updated Construction Budget. The design 31 development documents shall illustrate and describe the refinement of the design of 32 the Project, establishing the scope, relationships, form, size and appearance of the 33 Project by means of plans, sections, elevations, typical construction details, and 34 equipment layouts. The design development documents shall include specifications 35 that identify major materials and systems and establish their quality levels.

- 35 36
- 37 38 39

2. Perform detailed field survey, assessment and evaluation of school site, buildings, and surrounding neighborhood to verify and establish basis for existing conditions. For constructability and to fully coordinate existing conditions into the Construction Documents to be prepared by A-E, A-E shall investigate and take measurements of observable existing conditions and facilities.

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3. A-E shall advise and assist Owner in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project.

- 4. A-E shall obtain Owner's approval of the design development documents and Estimate in writing prior to A-E beginning the Construction Documents phase. A-E may be required to present design development drawings to Site Committee, if applicable prior to approval.
- 10 B. Construction Document Phase

1. A-E shall prepare, based on the approved design development documents and any further adjustment in the scope or quality of the Project authorized by Owner, working drawings, plans and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, civil, landscape, and electrical service connected equipment (the Construction Documents).

- 19 2. When the Construction Documents are fully coordinated and the quality control 20 review is completed, A-E shall notify the Owner that the Construction Documents are 21 ready for third party review. A-E shall cooperate with Owner in submitting the 22 Construction Documents to a third party for peer review and shall incorporate agreed 23 upon third party peer review comments into the Construction Documents prior to 24 submitting the documents to DSA. If any peer review comment is rejected by A-E and a change order is later required to resolve a deficiency in the Construction Documents 25 26 that would have been addressed by the rejected peer review comment, A-E shall be 27 liable for all expense of the change order.
  - 3. A-E shall be responsible for coordinating its specifications with Division 0 and 1 documents supplied by Owner.
- 32 4. The Construction Documents shall be consistent with a design that can be33 constructed within the Construction Budget.
  - 5. A-E shall advise and assist Owner in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project. The A-E shall use its best efforts but shall not be responsible for governmental plan check scheduling delays.
- 40 C. Storm Water Prevention
- 421.A-E acknowledges that all California school districts are now obligated to develop43and implement the following storm water requirements, without limitation:

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2			a)	A mur	nicipal Separate Storm Sewer System (MS4). An MS4 is a system of				
3			•		used to collect or convey storm water, including, without limitation,				
4				•	curbs, gutters, ditches, man-made channels, and storm drains.				
5			b)	A Stor	m Water Pollution Prevention Plan (SWPPP) at				
6				(1)	Sites where Owner engages in maintenance (e.g., fueling,				
0 7				(-)	cleaning, repairing) of transportation activities;				
8				(2)	Construction sites where one or more acres of soil will be				
9					disturbed or where each Project is part of a larger common plan				
10					of development that disturbs one or more acres of soil.				
11									
12		A-E s	hall con	form it	s design work with Owner's storm water requirements indicated				
13	above	e, that	are app	roved I	by Owner and applicable to the Project, at no additional cost to				
14	Owne	r. In a	ddition,	as requ	ired, A-E shall develop a grading and drainage plan and a site plan				
15	from	archited	ctural in	formati	on showing a final development of the site. This drawing will also				
16	incluc	le a ho	rizontal	and ve	ertical control plan and a utility infrastructure plan. The Services				
17	descri	ibed in	this Art	ticle 3.D	shall be provided by a professional civil engineer who contracts				
18	with o	or is an	employ	vee of A	-E. Owner, at its sole discretion, may pay A-E for Extra Services to				
19	comp	ly with	this pro	vision i	f the Services required are in excess of those normally required for				
20	servic	es of th	ie type i	n this A	greement.				
21									
22	D.	Bid ar	nd Awar	d Phase					
23									
24		1.	A-E sh	all assis	t Owner during bid and award phase as follows:				
25									
26			a)	Attend	dance at and participation in pre-bid meetings.				
27									
28			b)	Respo	nding to technical questions from bidders in a timely manner so as				
29				not to	delay their ability to prepare accurate bids.				
30									
31			c)	Prepa	ration of addenda as appropriate or requested by Owner.				
32									
33			d)	Partici	pate in interviews of Project Inspectors or Special Inspectors as				
34				reques	sted by Owner for DSA approval.				
35									
36	E.	Const	ruction	Phase					
37									
38		1.	A-E sh	all prov	vide general direction to a Project Inspector (Inspector) employed				
39		by an	d respo	nsible t	to Owner, as required by the Education Code and the California				
40		Building Standards Code published by the ICBO, California Building code, California Code							

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of Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation of a marked set of prints (record documents), indicating actual as-built conditions, dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility lines within the limits of construction, and other adjacent construction features, which shall be forwarded to A-E for Owner upon completion of the Project.

2. A-E shall administer the construction phase, as required by this Agreement, the Contract Documents, and the applicable statutes and regulations. A-E shall comply with all time lines set forth in the Contract Documents for its construction phase services. A-E shall observe and become familiar with the general quality of construction and report in writing to Owner any observed instance where the materials, workmanship, or the general quality of construction is not in conformance with the Contract Documents, the California Building Standards Code requirements, or generally accepted industry standards of quality.

3. In providing Services during the construction phase, A-E shall employ individuals on the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee of A-E performing work on the Project, it shall notify A-E, which shall promptly cause the individual to be removed from the Project.

4. A-E, as a representative of Owner, shall make visits to the site at least once per week to render architectural observations in order to: (1) become generally familiar with, and to keep Owner informed about, the progress and quality of the portion of the Project completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in the work; and (3) determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. A-E shall attend weekly on-site construction meetings and shall otherwise be available to Owner and the Inspector for site meetings on an "as-needed" basis.

5. A-E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. A-E shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely Contractor's rights and responsibilities under the Contract Documents.

6. A-E shall make regular reports as may be required by applicable state agencies; review submittals and shop drawings for conformance with design intent; review Requests for Information (RFI's) and promptly issue responses; review requests for substitution of materials, equipment, and the laboratory reports thereof; assist in the preparation of change orders, if any, in a format acceptable to the DSA, for written approval of Owner; provide a color schedule of all materials in the Project for Owner's review and approval; assist in determining date of final completion; make final review of

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the Project; review (i) written guarantees to ensure compliance with contract requirements, (ii) instruction books, (iii) diagrams, and (iv) charts required of the Contractor; issue A-E's certificate of completion and final certificate for payment; and provide all close-out documentation required by applicable state agencies, as well as record documents, within sixty (60) days of Owner's Notice of Completion.

7. A-E shall compose and submit Construction Change Documents (CCD) in accordance with DSA IR A-6.

8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the project inspector signing off that section of the project inspection card, and in accordance with DSA PR 13-01.

16 9. A-E shall review Contractor's applications for payment and certify the amounts 17 due Contractor and shall issue certificates for payment in such amounts. A-E's 18 certification for payment shall constitute a representation to Owner, based on A-E's 19 evaluation of the work and on the data comprising Contractor's application for 20 payment, that the work has progressed to the point indicated and that, to the best of the A-E's knowledge, information, and belief, the quality of the work is in accordance 21 22 with the Contract Documents. The foregoing representations are subject to: (1) 23 evaluation of the work at subsequent milestones, including, without limitation at final 24 completion; (2) the results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents; and, (4) any specific qualifications expressed 25 26 by the A-E.

- 28 10. A-E shall interpret the Contract Documents and decide matters concerning 29 performance of Contractor and/or Owner under the requirements of the Contract 30 Documents, on written request of either Owner or Contractor and advise Owner. A-E's 31 response to such requests shall be made with reasonable promptness and within any 32 time limits agreed upon or set forth in the Contract Documents. Interpretations and 33 decisions of the A-E shall be consistent with the intent of and reasonably inferable from 34 the Contract Documents and shall be in writing or in the form of drawings. When 35 making such interpretations and decisions, A-E shall endeavor to secure faithful 36 performance by both Owner and Contractor, and shall not show partiality to either.
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11. At Owner's written request, A-E shall assist Owner with any claim resolution process involving Contractor and Owner, including, without limitation, serving as a witness or providing other Professional Services relating to hearings or other legal proceedings.

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- The parties recognize that this clause is a means of expediting resolution 1 a) of claims among Owner, Contractor and A-E. However, it is understood that 2 3 Contractor is not an intended third party beneficiary of this clause. 4 5 Compensation for these Extra Services under this Paragraph 11 of Article b) 6 3.F shall be provided as set forth in the payment provisions for Extra Services 7 under Articles 11 and 12. 8 9 At Owner's sole discretion, payment for these A-E Extra Services in claim c) 10 resolution may be withheld pending the outcome of any settlement. To the extent that A-E is held responsible for the claim after a final determination is 11 12 made in accordance with Article 20 of this Agreement, a proportion of the 13 payment for these Extra Services may be permanently withheld. 14 15 d) Nothing in this Article shall in any way limit Owner's rights and remedies under this Agreement against A-E for any errors or omissions or breaches of any 16 17 kind related to this Agreement or A-E's responsibilities under it. 18 19 The A-E agrees to continue to work diligently to completion so long as progress 12. payments continue to be made except for those amounts which are withheld and which 20 are in dispute under this Agreement. 21 22 23 F. Post Construction Phase 24 A-E shall perform a follow-up review of the entire Project and prepare and deliver a 25 written report to Owner on apparent deficiencies in construction not later than one (1) month 26 prior to the expiration of the General Construction Contract guarantee period for the Project. 27
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#### ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E

32 A-E accepts the relationship of trust and confidence established between Owner and Α. A-E by this Agreement. A-E represents that it is familiar with the statutes, regulations, and 33 34 design requirements applicable to public school construction; that all of its work will conform to 35 current professional practices and standards regarding such requirements; and that A-E will 36 exercise due professional care and will cooperate with any consultant also employed by Owner 37 in connection with the Project. A-E agrees to perform its work with the skill and judgment of a 38 prudent school designer practicing in the State of California and in an expeditious and 39 economical manner consistent with the interests of Owner. A-E will prepare accurate and fully coordinated plans and specifications and Contract Documents. Any review, approval or 40 acceptance of any of A-E's work under this Agreement shall not relieve A-E from responsibility 41 for errors and/or omissions in its work or the work of its sub-consultants. A-E will perform its 42 work in an appropriate and professional manner which does not violate the Owner's sexual 43

harassment or other harassment policies, including but not limited to Board Policy and 1 2 Administrative Regulation 4119.11, if applicable, or create an objectively offensive working or 3 educational environment for the Owner's employees or students.

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5 Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or B. 6 accept any employment, interest or contribution that would reasonably appear to compromise 7 the A-E's professional judgment, impartiality or professionalism with respect to the Project or 8 the Owner.

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10 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services 11 of civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and other necessary design professionals as determined by A-E and acceptable to Owner, properly 12 skilled and licensed in California in the various aspects of the design and construction of the 13 Project. A-E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior 14 written consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's 15 sub-consultants or their agents and employees by execution or performance of this Agreement, 16 17 and nothing in this Agreement shall create any contractual relation between Owner and any sub-consultants, or their agents and employees, employed by A-E. No sub-consultants, agents, 18 employees or other parties are third party beneficiaries of this Agreement. A-E shall be 19 20 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. 21

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23 A-E shall, as part of its Basic Services, coordinate its work with the work of any D. consultant(s) employed by the Owner in connection with the Project so as to prevent any 24 discrepancies or inaccuracies in the Construction Documents and any delays in the Project 25 26 schedule. The A-E assumes the responsibility of incorporating the work of these consultants into 27 the Construction Documents.

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Consultants hired directly by Owner may include, but are not limited to, the following:

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1. Hazardous Materials Consultant – Entek Consulting Group, Inc.

The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval, 33 E. contract/bidding documents, construction administration, testing, and maintenance staff 34 35 training.

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A-E shall not, either during or after the term of this Agreement, make public any reports 37 F. or articles, or disclose to any third party any information specifically designated as confidential 38 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants 39 similar agreements not to disclose such confidential information. 40

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G. A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall
 respond in the design of the Project to requirements imposed by governmental authorities
 having jurisdiction over the Project.

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5 H. A-E shall, as part of its Basic Services, identify the regulatory agencies that have 6 jurisdiction over essential building and design elements and coordinate with and implement the 7 requirements of the regulatory agencies, including without limitation, the California 8 Department of Education, Department of General Services (DGS), Department of Toxic 9 Substance Control (DTSC), State and Local Fire Marshal and any regulatory office or agency that 10 has authority for review and supervision of school district construction projects.

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 A-E shall, as part of its Basic Services, provide Services required in obtaining any local agencies' approval for off-site work related to each Project including review by regulatory agencies having jurisdiction over each Project including but not limited to water districts, Colusa County, and Utility Companies (PG&E).

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17 At its sole cost and expense, A-E shall give all notices and comply with all applicable J. 18 laws, codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on 19 the performance of its work, including those relating to safety of its employees and sub-20 consultants, 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 21 22 with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and 23 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or 24 25 all of the foregoing obligations have been fulfilled.

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## 28 ARTICLE 5. INDEPENDENT CONTRACTOR

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A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its
 sub-consultants shall be deemed to be an employee of Owner.

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### 34 ARTICLE 6. CONFLICTS OF INTEREST

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## ARTICLE 0. CONFLICTS OF INTEREST

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

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#### 43 ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING

Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its duties under this Agreement without prior written consent of Owner, which consent may be withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be prohibited by agreement.

- 9 ARTICLE 8. EXTRA SERVICES OF THE A-E
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A. The following Services, if necessitated by unusual circumstances and through no fault or neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned upon prior receipt of formal written authorization from Owner to perform the work as Extra Services and no claim for any additional compensation or reimbursement shall be valid unless so authorized.

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1. Preparation of additional plans or specifications in order to satisfy the requirements of the applicable public authority, due to changes in policy or law not reasonably anticipated by A-E and provided that the requirement for these additional documents occurs after completion of the design development phase.

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37 38 2. If directed by Owner, the employment of special consultants other than those required in Article 4.C.

3. Revisions required as a result of changes in the Owner's previous instructions or approvals and through no fault of the A-E, after the Construction Documents have been approved by DSA.

4. Providing assistance such as testing, adjusting and balancing in the utilization of equipment or systems and preparation of operation and maintenance manuals.

5. Preparation of drawings and documents to support construction contract change orders which necessitate additional work by A-E, provided that the change order is not contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records of the time spent in preparation of such documents and shall provide monthly statements of the same to Owner identified as to each specific change order item.

- 396. Preparation of special presentation models, renderings or mock-ups requested40by the Owner and not required under Basic Services.
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7. Preparing to serve or serving as a witness in connection with any hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by negligent or willful acts or omissions of A-E or its sub-consultants.

- 8. Providing services made necessary by the failure of performance, the termination or default of a contractor; or by major defects or deficiencies in the work of any contractor.
- 9. Special Meetings with the Site Committee, if applicable and other committees other than as reasonably required or noted elsewhere in the Agreement.
- 10. Assistance with environmental and EIR studies other than those which would normally be required to complete the A-E's Basic Services.
- 1511. Formal value engineering sessions and detailed life-cycle cost analysis beyond16those normally provided.
- 18 B. In no event shall A-E be entitled to receive compensation for Extra Services if required 19 as a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance 20 with this Agreement.
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C. The Owner shall have the right to make changes in the A-E's Basic Services specified in Article 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or decrease the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic Services or both. The A-E shall be entitled to receive additional compensation when the scope or duration of the A-E's Basic Services is increased or extended through no fault of the A-E and shall be subject to the Owner's prior written authorization.

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D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. The A-E shall proceed to perform the services required by the Amendment only after receiving written authorization directing the A-E to proceed.

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## 36 ARTICLE 9. OWNER'S RESPONSIBILITIES

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A. Owner shall provide full information as to the programmatic and other requirements of
 the Project, including realistic budget limitations and schedule for the Project.

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B. If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a
certified survey of the site, if required by agencies having jurisdiction, including grades and lines
of streets, pavements, and adjoining properties, rights-of-way, restrictions, easements,

boundaries, and contours of the building site, locations, dimensions and floor elevations of
 existing buildings, other improvements, and trees; and information as to available service and
 utility lines, both public and private.

5 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, 6 chemical, mechanical, or other tests required by agencies having jurisdiction over the Project 7 for proper design and borings or test pits necessary for determining subsoil conditions.

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D. Owner shall furnish available record drawings of existing structures.

11 E. Owner shall furnish all required inspection and testing services in conjunction with the 12 Project.

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14 F. Owner shall furnish all legal advice and services required for the Project.

16 G. Owner shall provide a complete Division 0 and Division 1 package for inclusion in the 17 Contract Documents.

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H. Owner shall periodically update the Construction Budget.

I. Owner shall provide hazardous materials consultant services for the Project, which
 consultant shall provide hazardous materials specifications to be included by A-E as part of the
 project manual. Owner shall have no responsibility for the accuracy and completeness of such
 specifications nor have any liability for work done under said specifications.

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J. The Owner shall designate an officer, employee or other authorized representatives to act
 in the Owner's behalf with respect to the Project. The Representative shall have the authority to
 approve changes in the scope of the Project and shall be available as often as may be required to
 render decisions and to furnish information in a timely manner.

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31 K. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent 32 deficiencies in materials or workmanship.

34 L. Owner will pay for all applicable agency review/permitting fees.

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ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS

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A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner, providing the appropriate level of detail for the phase of Project development. The format will typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown, unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or anticipated construction costs and include all work for which bids will be received. It is understood that the Construction Budget is affected by the labor and material market, as well
 as other conditions beyond the control of A-E or Owner.

4 B. A-E shall review Estimates at part of each phase submittal and compare the Estimates 5 with the Construction Budget.

C. A-E shall meet with and review all Estimates with Owner's third party cost estimator.

9 D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes 10 in the available funds, after the time frame in which the Construction Budget was initially 11 established.

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#### ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION

A. Professional Services: A-E agrees to perform Professional Services provided by this Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the rates set forth in Exhibit B.

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Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses 22 Β. associated with the Professional Services performed are reimbursable to A-E. The descriptive 23 categories of expenses that may be considered for reimbursement are defined in Exhibit B. 24 Provided that A-E obtains Owner's prior written approval, costs and expenses will be 25 reimbursed to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is 26 27 an express condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior 28 29 written approval by Owner.

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A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the 31 C. applicable progress to completion percentage, reimbursable expenses (if any) and Extra 32 Services (if any) incurred for the billing period. Invoices requesting reimbursement for 33 34 expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) 35 including a copy of Owner's prior written authorization for invoiced item(s). Invoices requesting 36 payment for Extra Services must reflect hours being charged and a copy of Owner's prior 37 38 written authorization. No payments will be made by the Owner to the A-E for monthly invoices requesting reimbursables or Extra Services absent the prior written authorization of the Owner. 39 All Owner approved charges incurred under this Agreement shall be due and payable within 40 41 thirty (30) days of approval of the invoice.

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1 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER** 2 3 Payments on account of the agreed compensation in Article 11 shall be: A. 4 5 Design Development Phase - Thirty-five percent (35%) of total compensation 1. stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to thirty-five 6 7 percent (35%) of the total compensation, based upon work completed. 8 9 10 2. **Construction Documents Phase** 11 Construction Documents sufficiently complete to be and actually 12 a) submitted for review by DSA - increase to sixty percent (60%) of the total 13 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in 14 arrears, up to sixty percent (60%) of total compensation, based upon work 15 completed. 16 17 Completed Construction Documents, fully coordinated and quality-18 b) controlled by A-E and submitted to Owner for peer review—increase fee to sixty-19 20 five percent (65%) of the total compensation stated in Exhibit A. 21 Incorporation of review comments from the third-party peer reviewer 22 c) (retained under separate contract to Owner) into Construction Documents, and 23 final Construction Document approval by DSA-increase fee to seventy percent 24 (70%) of the total compensation stated in Exhibit A. 25 26 **Construction Phase** 27 3. 28 29 • On all or that portion of the Project for which bids have been received a) and contracts awarded - increase to seventy-five percent (75%) percent of total 30 31 compensation. 32 Subsequent billings shall be submitted monthly, in arrears, in proportion 33 b) to the percentage of work certified complete by A-E in response to construction 34 35 progress payment requests. 36 Construction complete and accepted by Owner - increase to ninety 37 c) 38 percent (95%) of the total compensation. 39 d) Project documentation, including, without limitation, record documents 40 forwarded to Owner and the applicable governmental agencies having 41 42 jurisdiction—increase to one hundred percent (100%) of the total compensation.

- The required documents (independent of Owner requirements) shall be filed within sixty (60) days of Project acceptance.
- 5 B. Payments in event of the following circumstances shall be as set forth below:
  - 1. Deferred Bids: Delay in the award of the contract shall not affect A-E's compensation unless Extra Services are required.
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2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's compensation shall be paid at the time and in the amount noted.

A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the 13 C. applicable progress to completion percentage, reimbursable expenses (if any) and Extra 14 Services (if any) incurred for the billing period. Invoices requesting reimbursement for 15 expenses incurred during the billing period must clearly list items for which reimbursement is 16 being requested and be accompanied by proper documentation (e.g. receipts, invoices) 17 including a copy of Owner's authorization notice for invoiced item(s). Invoices requesting 18 payment for Extra Services must reflect hours being charged and a copy of Owner's 19 authorization notice. No payments will be made by the Owner to the A-E for monthly invoices 20 requesting reimbursables or Extra Services absent the prior written authorization of the Owner. 21 All charges incurred under this Agreement shall be due and payable within thirty (30) days of 22 23 approval of the invoice.

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D. Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect Owner from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the design work such that A-E is unlikely to achieve timely completion.

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#### ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT

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A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements herein contained, A-E shall be in default.

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B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,
Owner may, at its sole option, take possession of any documents, files (including electronic
files), or other materials prepared or used by A-E in connection with the Project and provide or

secure from others, including A-E's sub-consultants, any such work, labor, or materials as may
 be necessary to overcome the default and deduct the cost thereof from any money then due or
 thereafter to become due to A-E under this Agreement.

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5 Default Termination: In the event Owner elects to terminate A-E due to A-E default, C. Owner shall have the right to immediate possession of all plans, specifications, and other work 6 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the 7 offices of a sub-consultant, and may employ any other person or persons to finish the design 8 work and provide the materials therefore. In case of such default termination, A-E shall not be 9 entitled to receive any further payment under this Agreement until the Project is completely 10 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement 11 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by 12 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly 13 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses 14 referred to in the last sentence shall include expenses incurred by Owner in causing the 15 Services called for under this Agreement to be provided by others, for attorneys' fees, and for 16 any damages sustained by Owner by reason of A-E's default or defective work, plus ten percent 17 (10%) on any and all such expenses as allowed by law. 18

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Owner Default: A-E may terminate this Agreement for cause upon seven (7) days' 20 D. written notice to Owner for any of the following reasons: (1) Owner fails to timely pay 21 undisputed sums due to A-E; (2) Owner assigns this Agreement or transfers ownership of the 22 Project prior to completion of A-E's Services under this Agreement if the assignment or transfer 23 is made without the prior written consent of A-E; or (3) Owner suspends the Project or A-E's 24 Services for more than 180 consecutive days. Owner shall have the right to cure the stated 25 ground for termination within the seven (7) day notice period, or such longer period that is 26 reasonably required to cure the default, and, in the event of cure, A-E's notice shall become null 27 28 and of no further force or effect.

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Termination for Convenience. In addition to the foregoing right to terminate for 30 E. default, Owner reserves the absolute right to terminate this Agreement without cause, for any 31 reason whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a 32 termination without cause, Owner shall have the right to immediate possession of all plans, 33 specifications, and other work in progress prepared by A-E, whether located at the Project, at 34 A-E's place of business, or at the offices of a sub-consultant, and may employ any other person 35 or persons to finish the design work and provide the materials therefore. Also, in the event of 36 such a termination without cause, A-E shall be entitled to payment in an amount not to exceed 37 the contract price which shall be calculated as follows: (1) Payment for any phase of the work 38 then satisfactorily completed and accepted by Owner, according to the percentages set forth in 39 Article 12; plus (2) approved reimbursable costs actually incurred by A-E in connection with 40 41 performance according to Article 11; plus (3) a portion of the percentage applicable to the phase which is in progress, which bears the same ratio to the total amount to be earned for 42 that phase as the work then completed in that phase bears to the total work to be 43

1 accomplished in that phase; plus (4) reasonable termination expenses, which shall not exceed 2 3% of the Basic Services amount earned to date of termination, without costs, or the remaining 3 base Contract amount, whichever is less. There shall be deducted from such sums as provided 4 in this section the amount of any payment made to A-E prior to the date of termination of this Agreement. A-E shall not be entitled to any claim or lien against Owner or the Project for any 5 additional compensation or damages in the event of such termination and payment. In 6 7 addition, Owner's right to withhold funds under Article 12.C shall be applicable in the event of a 8 termination for convenience.

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10 F. If this Agreement is terminated by Owner for default and it is later determined that the 11 default termination was wrongful, such termination automatically shall be converted to and 12 treated as a termination for convenience under this Article and A-E shall be entitled to receive 13 only the amounts payable hereunder in the event of a termination for convenience.

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G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination of this Agreement shall excuse or otherwise relieve A-E of its responsibilities under this Agreement, including, without limitation, the standard of care for its work and Services, with respect to any work or Services performed prior to the date of termination. All of A-E's responsibilities under this Agreement with respect to work or Services performed prior to the date of termination shall survive any termination.

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#### ARTICLE 14. PERFORMANCE TIME SCHEDULE

- A. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's Services. This schedule includes reasonable allowances for review and approval times required of Owner, performance of services by Owner's consultants, and review and approval times required by authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character, or size of the Project as requested by Owner, or for delays or other causes beyond the A-E's reasonable control.
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B. A-E shall respond to the following specific items within the time frames indicated below:

- 341.Requests for Information:2 days352.Change order requests:5 days363.Submittals:7 days, or as agreed upon in writing by Owner
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C. In the event A-E fails to perform its obligations under this Agreement within the times specified in the approved schedule for its work and thereby delays the Project, Owner may withhold monthly progress payments until all work within the particular phase at issue is completed or the schedule for A-E's work has been recovered. This remedy shall be in addition to, and not in derogation of, Owner's other rights and remedies relating to A-E's default, whether under this Agreement or applicable law. 5 ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER

A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses
pertaining to any Services on this Project shall be kept on a generally recognized accounting
basis and shall be available to Owner or its authorized representative, upon reasonable notice,
during normal business hours.

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B. Owner or the Owner's authorized representative shall have access to any plans, specifications, books, documents, accounting records, papers, Project correspondence, Project files and other records of A-E or its sub-consultants directly or indirectly related to the Project upon reasonable notice, during normal business hours. Such access shall include the right to examine and audit such records and make excerpts, transcriptions and photocopies at Owner's expense.

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- ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER
- A-E 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 (B+) Level VII, on forms acceptable to Owner, for the following minimum insurance coverage's:
- A. Workers' Compensation insurance and occupational disease insurance, as required by law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all workplaces involved in this Agreement.
- B. 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, \$1,000,000 aggregate; (2)
  single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000
  each occurrence and \$1,000,000 aggregate.
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- 1. The insurance shall cover all operations of A-E, 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.
- 42 2. All general liability policies shall name Owner and Program Manager(s) as an 43 additional insured and shall provide that such policy is primary insurance.

A-E shall also provide Professional Liability Insurance for the Project, written on a 2 C. "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and 3 \$1,000,000 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose 4 acts A-E may be liable, against liabilities arising out of or in connection with the negligent acts, 5 errors, or omissions of any of the foregoing in connection with the carrying out of their 6 professional responsibilities for the Project. A-E shall provide Owner proof of professional 7 8 liability insurance coverage for two years following final completion of the Project. All such 9 professional liability policies shall include an endorsement or other provision covering the indemnification provisions of Article 22. 10

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

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E. There shall be no reduction or modification of coverage of insurance required by thisAgreement without the written consent of Owner.

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# 21 ARTICLE 17. REPRODUCTION OF DOCUMENTS

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A. A-E shall provide, at no additional expense to Owner, copies of the drawings and specifications for the review and approval of Owner at the end of schematic design, design development, DSA submittal, and completed and quality-controlled sets for constructability review. Owner's requirement is one (1) reproducible master for each item; state agency requirements are to be determined and provided by A-E, including any electronic media in a format acceptable to the agencies, at no additional expense to the Owner.

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B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD
 (most current version) compatible format for drawings, and one (1) copy in the most current
 version of Microsoft Word for the project manual of the final approved Contract Documents for
 bidding and construction purposes.

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# 36 ARTICLE 18. RECORD DOCUMENTS

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A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set of marked specifications showing materials and methods of construction as actually accomplished. These shall be prepared by revision of the original drawings from field work drawings to show changes including RFI and ASI clarifications incorporated in the work, based upon Contractor's representation of actual construction. Owner shall furnish A-E one (1) set of field working drawings and specifications noting changes, and direct A-E as to level of detail and completeness desired in record drawings. Since cost of this item will not be able to be determined until construction is complete, A-E shall be compensated per an allowance in Exhibit A for this work.

B. The A-E may insert the following notice on all record drawings; "These record drawings
(or corrected specifications) have been prepared based on information submitted, in part, by
others. The Architect has provided a review consistent with its legal standard of care."

- 10 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible 11 master and One (1) electronic master (in AutoCAD's most current version) compatible format 12 for drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version 13 for project manual.
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## 16 ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS

- A. All plans for the Project, including, but not limited to, record documents, specifications,
  and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for
  the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as
  they relate to the Project. Notwithstanding same, Owner may use the plans, record documents,
  specifications, or Estimates related to the Project for the purposes of additions, alignments, or
  other development on the site.
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25 Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared Β. by the A-E within the CUSD or if the Owner proposes to employ any other person or persons to 26 27 finish the design work and provide the materials therefore because of a Termination for 28 Convenience as set out in Article 13, the terms and the conditions for the use or reuse shall be 29 set forth in an Amendment to this Agreement or other subsequent writing executed by Owner 30 and A-E. However, under any circumstances, in the event of any use, reuse or modification of the A-E's drawings, specifications or other documents by any person, firm or legal entity, the 31 names and seals of the A-E and the A-E's Consultants, if any, shall first be removed from the A-32 33 E's drawings, specifications or other documents. The Owner further agrees to indemnify, defend and hold A-E harmless from any and all claims, liabilities, suits, demands, losses, costs, 34 expenses including, but not limited to, reasonable attorney's fees accruing to or resulting from 35 any and all persons, firms or any other legal entity, on account of any damage or loss to 36 37 property or persons, including, but not limited to, death arising out of such use, reuse or modifications of the A-E's drawings, specifications or other documents, provided that such 38 39 injury, damage, loss, and/or death was not a result of negligent design errors, design 40 deficiencies, or omissions contained in the original documents. Notwithstanding anything in 41 this Agreement to the contrary, in the event of a termination of A-E for default under Article 13, 42 there shall be no limitation on the Owner's right to use any of the plans, specifications or other 43 documents prepared by A-E.

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2 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate, 3 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other 4 party without the prior written authorization of A-E. However, in addition to the rights to use 5 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize 6 Contractor or any construction subcontractor, equipment supplier or material supplier to use 7 and reproduce, to the fullest extent necessary, applicable portions of the documents 8 appropriate to and for use in their work for this Project.

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D. In the event Owner ever desires to construct all or part of another wholly unrelated
 project which would be essentially identical in design to the Project that is the subject of this
 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract
 Documents, subject to payment to A-E of a fair and reasonable re-use fee.

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Any unauthorized re-use of the documents shall be at Owner's sole risk and without 15 Ε. liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants 16 against any damages, liabilities or costs, including reasonable legal fees and disbursements, 17 arising from the unauthorized re-use or modification of the documents, provided that such 18 injury, damage, loss, and/or death was not a result of negligent design errors, design 19 deficiencies, or omissions contained in the original documents. Submission or distribution of 20 the documents to meet official regulatory requirements or for similar purposes does not 21 constitute an unauthorized re-use of the documents. 22

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# ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

A. A-E shall give written notice of any claims arising out of or relating to this Agreement within Ten (10) calendar 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.

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Direct negotiation will be the initial process utilized by the parties after issuance of 35 Β. written notice of any claim arising out of or relating to this Agreement as specified immediately 36 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt 37 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation 38 39 representatives of the parties shall be the Owner's designated representative and the A-E's designated representative. Any requested Direct Negotiation will take place at the Project or at 40 a mutually agreeable location specified by the parties' designated representatives, and the 41 direct negotiations shall take place as soon as reasonably practical after the request for direct 42 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, 43

or other matter arising out of the Agreement. Each party shall document the results of the
 direct negotiations and these documents shall be exchanged between the parties.

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4 Mediation. The parties agree that all claims, disputes or controversies between the C. 5 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct 6 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation 7 before a mediator mutually agreed upon by the parties. In the event the parties are unable to 8 agree upon the identity of the mediator within Fifteen (15) days from the date either party 9 submits a written request to mediate a claim, dispute or controversy, the mediator shall be 10 selected and the mediation administered under the Construction Mediation Rules of the 11 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 12 13 respect to the claim, dispute or controversy. Neither party shall commence or pursue 14 arbitration or litigation until the Project is complete.

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D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,
 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial
 proceeding shall be held in Colusa County.

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E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,
 arbitration or litigation shall be initiated prior to the completion of the Project or termination of
 this Agreement, whichever is earlier.

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24 Claim certification: A-E acknowledges that it has read and is familiar with the provisions F. 25 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E 26 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with 27 the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a 28 representation by A-E to Owner that submission of the claim does not in any respect violate the 29 False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall 30 certify under penalty of perjury the validity and accuracy of any claim submitted to Owner, as 31 provided below. Compliance with this claim certification requirement shall be a condition 32 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 33 34 by this paragraph shall provide as follows:

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4 5	CLAIM CERTIFICATION		
5 6	Under penalty of perjury, and with specific reference to the California False Claims Act,		
7	Government Code Section 12650, et seq., I certify that submission of the attached claim is		
8	made in good faith; that the supporting data prepared by the undersigned company, or its - is		
9	accurate and complete to the best of my knowledge and belief; that submission of the claim to		
10	Owner does not violate the False Claims Act; and that I am duly authorized to certify the claim		
11	on behalf of claimant.		
12			
13	Dated: Company: Architectural Nexus, Inc.		
14			
15			
16	Signature		
17			
18	Title		
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21	ARTICLE 21. SUCCESSORS AND ASSIGNS		
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23	It is mutually understood and agreed that this Agreement shall be binding upon Owner		
24 25	and its successors, and assigns, and upon A-E, its partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due hereunder, may		
26	be assigned by A-E without the consent and approval of Owner, which consent and approval		
27	can be withheld for any reason, or no reason, in Owner's absolute discretion.		
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30	ARTICLE 22. INDEMNITY		
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32	A. A-E shall, with respect to all work which is covered by or incidental to this Agreement,		
33	defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively		
34	"Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by		
35	firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or		
36	expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments,		
37	relating to the death or bodily injury to persons, injury to property, design defects, or other		
38	loss, damage, or expense to the extent that any of the above are contributed to or caused by		

38 loss, damage, or expense to the extent that any of the above are contributed to or caused by 39 the negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to 40 provide a defense but shall include paying Owner for all defense costs incurred by Owner for

41 the claims described herein to the extent that A-E committed professional negligence (errors

42 and omissions) in the performance of its duties under this Agreement. However, A-E shall not

be obligated under this Agreement to indemnify Owner to the extent that the damage is caused
 by the negligence or willful misconduct of Owner or its agent or servants other than A-E.

- B. A-E 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 A-E's use, in connection with or as a part of the Project, of 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.
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12 Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees C. and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss, 13 14 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or judgments, to the extent caused by Owner's intentional acts or willful misconduct in the 15 16 performance of its obligations under this Agreement. Owner's duty to defend shall not include 17 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E 18 for the claims described herein to the extent that Owner caused the injury and resulting 19 damages as a direct result of its intentional acts or willful misconduct. Owner shall not be 20 obligated under this Agreement to defend or indemnify A-E to the extent that the damage is 21 caused by the negligence or willful misconduct of A-E or its agents or servants.

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D. A-E 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.

26 E. The acceptance by Owner or its representatives of any certificate of insurance providing 27 for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this 28 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or 29 remedy otherwise available by law.

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# 32 ARTICLE 23. ADDITIONAL PROVISIONS

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34 Severability: In the event that any term or provision of this Agreement is held to be illegal, 35 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or 36 provision shall be deemed severed from this Agreement and the remaining terms and 37 provisions shall continue in full force and effect.

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# 40 ARTICLE 24. FINGERPRINTING

42 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The
 43 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section

45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E
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:

6 The A-E shall, prior to commencement of work pursuant to this Agreement, 1. 7 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be 8 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised 9 access to occupied school campuses where children will be present. This provision extends to all consultants hired by A-E that will have unsupervised access to occupied 10 11 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 12 Education Code, A-E will so certify by signing and submitting the A-E Certification 13 14 included herein as Exhibit E. In addition, A-E shall submit the names of those persons who have received clearance and are authorized to have unsupervised access to school 15 campuses on a form as indicated in Exhibit E. A-E must contact the Owner regarding 16 17 appropriate access for those persons not cleared by DOJ for reasons other than a violent In such case, A-E shall make arrangements with Owner for 18 or serious felony. 19 appropriate access. No person with a violent or serious felony as reported by DOJ may 20 have access to the school campuses or provide any Services under this Agreement.

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22 23 2. Failure to comply with this provision shall constitute grounds for termination of this Agreement.

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# 26 ARTICLE 25. ENTIRE AGREEMENT

A. Neither amendments to nor modifications of this Agreement shall be effective unless signed by officials of A-E and Owner having authority equal to or greater than that of the officials signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants contained herein.

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Architectural Nexus, Inc.

By: Joseph Yee, AIA Senior Partner

(Signature) Date:

1990 Third Street, Suite 500 Sacramento, CA 95811

, 0 Tax ID #

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- Board Approval Date: 1 12 16
- 5 **Department of Justice (DOJ) Fingerprinting:**

**Colusa Unified School District** 

By: Mr. Dwayne Newman District Superintendent

SMAN (Signature)

0 Date:

745 Tenth Street Colusa, CA 95932

Required

### **EXHIBIT A**

### CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES

## AGREEMENT

## BETWEEN

### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

#### FOR

#### COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT

### **A-E SERVICES**

### Construction Budget: \$125,000

#### Project Schedule:

A-E shall complete the Basic and Professional Services described in Article 3, within timeframes established in Article 12 and as follows:

#### Notice to Proceed: 12/8/15

#### **Design Development Phase:** 12/8/15 – 12/21/15

- Start of Design Development Phase 12/8/15
- Design Development submittal 12/14/15
- Design Development review meeting 12/21/15

#### **Construction Document Phase:** 1/2/16 – 1/22/16

- 50% Construction Document submittal 1/2/16
- 50% Construction Document Review Meeting 1/8/16
- 100% Construction Document submittal 1/15/16
- 100% Construction Document, Constructability Review Meeting 1/22/16

#### Bid and Award Phase: 1/29/16 – 5/10/16

- Project out-to-bid 1/29/16
- Bids Due 2/26/16
- Board Meeting to Approve Construction Contract 3/8/16

#### **Construction Phase:** 3/9/16 - 4/30/16

- Contractor Notice to Proceed 3/14/16
- Project submittals 3/9/16 3/16/16
- Mobilization 3/14/16
- Start of Construction 3/14/16

A-E Agreement between Colusa Unified School District and Architectural Nexus, Inc. for Colusa High School Ag Barn Site Adapt Project

- Substantial Completion 4/15/16
- Final Completion / Owner Occupancy 4/30/16

# **Project Close Out:** 5/1/16 – 5/8/16

- Construction Contract Closeout Submittals Due 5/1/16
- Construction Contract Closeout Submittals Review Complete 5/8/16

## <u>A-E Fees:</u>

- A. The Total Fee is not-to-exceed **\$19,900**. Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article 3 and Reimbursable Expense Allowance as described in Article 12 and Exhibit B.
- B. The Total Fixed Fee not-to-exceed **\$19,400**. Following is the allocation of the Total Fixed Fee as described in Article 12:
  - 1. <u>Compensation for Basic Services:</u> The Owner shall compensate A-E for performing the, as follows:
    - a. 25% of Fixed Fee or \$4,850 for Design Development Phase
    - b. 40% of Fixed Fee or \$7,760 for completion of 100% CD
    - c. 5% of Fixed Fee or \$970 for incorporation of review comments
    - d. 5% of Fixed Fee or \$970 for Bid and Award Phase
    - e. 20% of Fixed Fee or \$3,880 for Construction Phase
    - f. 5% of Fixed Fee or \$970 for Closeout Phase
- C. The Total Reimbursable Allowance not-to-exceed \$500.00
  - 1. Reimbursable Allowances Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to Owner's approval as stated in Article 9.C. The A-E will not exceed these allowances without prior written authorization.
    - a. Record Drawing Drafting Allowance \$ None
    - b. Reimbursable Expense Allowance \$500.00
- D. The total cost to the Owner for the Services described in this Agreement shall not exceed the above amount without the written agreement of the Owner.

### EXHIBIT B

### **REIMBURSABLE EXPENSES AND HOURLY FEES**

## AGREEMENT

## BETWEEN

### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

#### FOR

#### COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT

### **A-E SERVICES**

#### ALLOWABLE REIMBURSABLE EXPENSES:

A. The following are descriptive categories of work that may be considered for reimbursable costs provided Owner issues its written authorization before the costs are incurred:

1. Expenses of outside technical assistance deemed necessary and not included in Basic Services.

2. Fees advanced for securing approval of authorities having jurisdiction over the Project.

3. Additional insurance coverage above those coverage's identified in Article 16.

4. Photo finishing other than documentation of existing conditions for the development of background drawings.

5. Owner-requested printing, plotting, telecopying, facsimile duplication expenses not covered under Basic Services.

6. Owner-requested special delivery, messenger or overnight carrier expenses.

B. Reimbursement shall be at cost for all reimbursable expenses. Those items requiring coordination by A-E can be billed to the Owner at one hundred five percent (105%) of the direct billing.

# HOURLY FEES FOR EXTRA SERVICES:

A-E shall receive additional compensation for Extra Services as described in Articles 8 and 3 pursuant to the provisions set forth in Articles 8 and 11.

Position/Name of Individual	Hourly Rate Cost/Hour from A-E
Position/Name of Individual Senior Principal Architect Principal Architect/Designer Project Architect Staff Architect Project Manager Job Captain	Hourly Rate Cost/Hour from A-E \$210.00 \$160.00 \$135.00 \$120.00 \$100.00 \$ 90.00
Interior Designer	\$ 85.00
Technical Drafter	\$ 70.00
Clerical	\$ 55.00

#### EXHIBIT C

#### A-E'S SUBCONSULTANTS

#### AGREEMENT

#### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND SYNTESIS PARTNERS, INC.

#### FOR

#### COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT

#### **A-E SERVICES**

In accordance with Article 4, A-E shall submit a list of consultants performing any Services under this Agreement. A-E's sub-consultants shall not be changed without Owner's prior written authorization.

- Architectural Nexus Joseph Yee, AIA, Principal-In-Charge
- The Engineering Enterprise, Electrical Engineers Leonard King, Principal
- Warren Consulting Engineers, Surveyors, Civil Engineers
   George Warren, Principal
- Wallace & Kuhl Associates
   Matthew S. Moyneur, Senior Engineer

### EXHIBIT D

### SCOPE OF SERVICES AND DELIVERABLES

### AGREEMENT

### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

## FOR

### COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT

### A-E SERVICES

Per Article 4, A-E is required to coordinate its work with consultants hired by the Owner.

#### **Description of Project:**

- Provide power, water and sewer service connections from existing facilities at Colusa High School for the new Ag Barn Facility (by others). Service connections will be in the vicinity of the new Ag Barn Facility.
- Provide geotechnical analysis/report of subgrade area below Ag Barn Facility slab and footings (slab and footings by others).

# **Design Development Phase**

- 1. Documents shall include site and floor plans, elevations, cross sections, typical construction details, equipment layouts, outline specifications, and other documents necessary to depict the design of the entire Project with respect to program requirements, and architectural, civil, landscape, structural, mechanical, plumbing, electrical, and such other essential details, features, special products or systems as may be appropriate.
- 2. Meet with CUSD, site staff and governing agencies, as required.
- 3. At 100% Design Development completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents
- 4. At 100% Design Development completion, submit documents to CUSD for review and approval.

## **Construction Documents Phase**

- 5. Based on the CUSD approved Design Development Phase documents and proposed construction phasing sequence, prepare separate Construction Documents and specifications submittals setting forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements and the requirements of the Division of the State Architect (DSA).
- 6. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.

- 7. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
- 8. At 50% and 100% Construction Document completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents.
- 9. At 50% and 100% Construction Document completion, submit documents to District for review and approval.
- 10. Meet with CUSD, and site staff, as required.

# Contract Award Phase

- 11. Assist CUSD in preparing, reviewing and finalizing the bid documents.
- 12. Assist the CUSD in the evaluation of bids.

# Construction Phase

- 13. Make punch-list observation and issue certificate of completion and final certificate for payment.
- 14. Assist CUSD with coordination, reviews on related items.

#### **EXHIBIT E**

#### A-E DOJ CERTIFICATION

#### AGREEMENT

#### BETWEEN

# COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC. FOR COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT

### A-E SERVICES

I, \_\_\_\_\_\_, on behalf of Architectural Nexus, Inc. certify that, pursuant to Education Code Section 45125.1 and Article 24 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., attached hereto is a list of names of the employees or agents of A-E who will be providing services to Colusa Unified School District and who are required to be fingerprinted 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.

California. Executed on «Date\_of\_DOJ\_Certification», in

(Seal of business)

By: Senior Principal Joseph Yee Date

# EXHIBIT E (continued)

# A-E DOJ CERTIFICATION List of Employees Authorized To Come On To the School Campus

### AGREEMENT

### BETWEEN

### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

FOR

## COLUSA HIGH SCHOOL AG BARN SITE ADAPT PROJECT

**A-E SERVICES** 

Name:	At the Colusa Unified School District (list campus if applicable)
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ULCE - TOM PASSBOND	A.
ARCHITECTUPAL N - JOSEPH 7155 - DISPORATE STRYK	NS.

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2 3	AGREEMENT
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6	COLUSA UNIFIED SCHOOL DISTRICT
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8	AND
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10	ARCHITECTURAL NEXUS, INC.
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12	FOR
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14	COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT
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17	ARCHITECTURAL-ENGINEERING SERVICES
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19 20	
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23	DOCUMENTS BOUND HEREWITH
24	<u>Bodomento Booto Heitewith</u>
25	Agreement Form
26	Exhibit A: Construction Budget, Project Schedule and A-E Fees
27	Exhibit B: Reimbursable Expenses and Hourly Fees for Extra
28	Services
29	Exhibit C: A-E's Sub-consultants
30	Exhibit D: Scope of Services and Deliverables
31	Exhibit E: DOJ Certification and List of Employees Authorized Or
32	School Campuses
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2 3	AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES	
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1	COLUSA UNIFIED SCHOOL DISTRICT
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3	AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES
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5	COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT
6	This amount is contingent upon Column Unified Column District Decad engaged
7 8	This agreement is contingent upon Colusa Unified School District Board approval and
° 9	will not be valid unless approved.
10	THIS AGREEMENT, made in three copies on October 13, 2015 by and between Colusa
11	Unified School District "CUSD", hereinafter called "Owner", and Architectural Nexus, Inc.
12	hereinafter called the "Architect-Engineer" or the "A-E", which represents and warrants that it
12	is duly licensed under the laws of the State of California to practice architecture and
14	engineering in the State of California.
15	
16	Owner desires to retain Architectural and Engineering to provide complete services for
17	the Project as defined below, including but not limited to the following services: schematic
18	design, design development, construction documents, award and bidding, construction phase
19	and closeout services to develop, design, implement and complete the Project.
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22	ARTICLE 1. DEFINITIONS
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24	OWNER: Colusa Unified School District.
25 26	ADCHITECT ENCINEED (A.E.). Analitectural Neuron line. The experimetion on individual
26 27	ARCHITECT-ENGINEER (A-E): Architectural Nexus, Inc. The organization or individual providing those professional design services set forth herein and associated with the Colusa
27	High School ADA Restroom and Gymnasium HVAC Replacement project, as defined below.
28 29	Then school ADA Restroom and Gymnasium TVAC Replacement project, as defined below.
30	OWNER'S PROGRAM MANAGER (PM) – Capital Program Management, Inc. (CPM): The
31	agent appointed by Owner as Owner's representative(s) to provide overall program
32	management during the design and construction phases of the Project. For purposes of this
33	Agreement, the PM shall have the authority to direct the work and minor changes to the
34	Project, except that the terms of this Agreement shall not be modified without the approval of
35	Owner.
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37	CONTRACTOR: The construction contractor who receives the contract award for
38	construction of the Project, as defined below.
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40	PROJECT: Colusa High School ADA Restroom and Gymnasium HVAC Replacement
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42	PROJECT BUDGET: The total available funding as appropriated through the State School
43	Facilities Program, local bond measure, or other means to be used for the design and

construction of the Project. It is the intent of Owner that the Project Budget include all costs
 for design, engineering, construction, inspection, technical consultant, surveys, testing, project
 management, Project contingencies, furniture and equipment, and such administrative costs of
 Owner as shall be deemed appropriate.

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CONSTRUCTION BUDGET: The total available funding for work to be performed by construction contractors, excluding change orders.

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9 ESTIMATE: A-E's opinion of probable construction costs if the Project were to be put 10 out to bid during the time specified in the Estimate.

- 12 CONTRACT DOCUMENTS: Contract Documents as used in this Agreement and intended 13 for construction shall include the Notice to Bidders, the Instructions for Bidders, the Proposal 14 Form, the Agreement for Construction, the Bid Bond, the Performance Bond, the Payment 15 Bond, the General Conditions, the Special Provisions, the General Requirements, Exhibits, the 16 Technical Specifications, the Contract Drawings and Plans, all duly issued Addenda, 17 Interpretations, change orders, Supplemental Drawings, Architect's Instruction Bulletins 18 ("AIB's").
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# 21 ARTICLE 2. BUDGETS AND ESTIMATES

23 A. The Construction Budget is established in attached Exhibit A.

B. A-E shall design the Project in a manner that it can be constructed for a cost within the
 Construction Budget.

C. A-E shall follow the Owner's Facility Design Standards and programmatic requirements
 and selection of materials, systems, and components affecting the quality of construction.

31 D. In accordance with Article 10 and Exhibit D, A-E shall prepare estimates of Project 32 Construction Costs at the following phases:

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351.A-E shall perform a Design Development Estimate of the Project Construction36Cost and submit it to Owner for review.

- A-E shall perform a 50% Construction Document Estimate of the Project
   Construction Cost and submit it to Owner for review.
- 41 3. A-E shall perform a 100% Construction Document Estimate of the Project
  42 Construction Cost and submit it to Owner for review.

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4. In the event of redesign required by project bidding over the Project Construction Cost in the approved Construction Budget, A-E shall revise the design documents at their sole expense and shall perform a revised 100% Construction Document Estimate of the Project Construction Cost and submit it to Owner for review.

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# ARTICLE 3. BASIC SERVICES OF THE A-E

9 A-E's Basic Services shall include all work described herein for the development of 10 schematic design and design development documents, Construction Documents including 11 complete and coordinated drawings, details and notes, and specifications, together with the 12 Estimate, construction administration and field observation of actual construction of the 13 Project, all in accordance with this Agreement, Owner's Facility Design Standards, and 14 applicable laws and regulations.

15

One (1) set of completed documents for each phase (DD's, and 100% CD's) shall be sent to the Owner for progress review and comment. The Owner is under contract with a local reproduction company, which shall be utilized by the A-E for printing and distribution of these progress review documents at the Owner's expense. In addition, one (1) copy of each is to be sent to a pre-determined Cloud-based electronic posting.

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A-E's Basic Services shall be divided into the following components:

24 A. Design Development Document Phase

26 1. A-E shall prepare design development documents based on the approved 27 schematic design documents and updated Construction Budget. The design 28 development documents shall illustrate and describe the refinement of the design of 29 the Project, establishing the scope, relationships, form, size and appearance of the 30 Project by means of plans, sections, elevations, typical construction details, and 31 equipment layouts. The design development documents shall include specifications 32 that identify major materials and systems and establish their quality levels.

- Perform detailed field survey, assessment and evaluation of school site,
   buildings, and surrounding neighborhood to verify and establish basis for existing
   conditions. For constructability and to fully coordinate existing conditions into the
   Construction Documents to be prepared by A-E, A-E shall investigate and take
   measurements of observable existing conditions and facilities.
- 403.A-E shall advise and assist Owner in applying for and obtaining required41approvals from all applicable governmental agencies having jurisdiction in a timely42manner so as not to delay the Project.
  - A-E Agreement between Colusa Unified School District and Page 5 Architectural Nexus, Inc. for Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

4. A-E shall obtain Owner's approval of the design development documents and Estimate in writing prior to A-E beginning the Construction Documents phase. A-E may be required to present design development drawings to Site Committee, if applicable prior to approval.

- 6 B. Construction Document Phase
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1. A-E shall prepare, based on the approved design development documents and any further adjustment in the scope or quality of the Project authorized by Owner, working drawings, plans and specifications setting forth in detail and prescribing the work to be done and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, civil, landscape, and electrical service connected equipment (the Construction Documents).

15 2. When the Construction Documents are fully coordinated and the quality control 16 review is completed, A-E shall notify the Owner that the Construction Documents are 17 ready for third party review. A-E shall cooperate with Owner in submitting the 18 Construction Documents to a third party for peer review and shall incorporate agreed 19 upon third party peer review comments into the Construction Documents prior to 20 submitting the documents to DSA. If any peer review comment is rejected by A-E and a 21 change order is later required to resolve a deficiency in the Construction Documents 22 that would have been addressed by the rejected peer review comment, A-E shall be 23 liable for all expense of the change order.

- A-E shall be responsible for coordinating its specifications with Division 0 and 1
  documents supplied by Owner.
- 284. The Construction Documents shall be consistent with a design that can be29constructed within the Construction Budget.
- 5. A-E shall advise and assist Owner in applying for and obtaining required approvals from all applicable governmental agencies having jurisdiction in a timely manner so as not to delay the Project. The A-E shall use its best efforts but shall not be responsible for governmental plan check scheduling delays.
- 36 C. Storm Water Prevention
- 381.A-E acknowledges that all California school districts are now obligated to develop39and implement the following storm water requirements, without limitation:
- 4041a)A municipal Separate Storm Sewer System (MS4). An MS4 is a system of42conveyances used to collect or convey storm water, including, without limitation,43catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1			b)	A Storr	m Water Pollution Prevention Plan (SWPPP) at
2 3				(1)	Sites where Owner engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities;
4 5				(2)	Construction sites where one or more acres of soil will be disturbed or where each Project is part of a larger common plan
6 7					of development that disturbs one or more acres of soil.
8		A-E sh	all conf	form its	design work with Owner's storm water requirements indicated
9	above,				y Owner and applicable to the Project, at no additional cost to
10	-		• •		ired, A-E shall develop a grading and drainage plan and a site plan
11	from a	rchitec	tural inf	formatio	on showing a final development of the site. This drawing will also
12	include	e a hor	izontal	and ve	rtical control plan and a utility infrastructure plan. The Services
13	descrit	bed in t	this Arti	icle 3.D	shall be provided by a professional civil engineer who contracts
14			• •		E. Owner, at its sole discretion, may pay A-E for Extra Services to
15	•	-	-		the Services required are in excess of those normally required for
16	service	es of the	e type ir	n this Ag	greement.
17	-				
18	D.	Bid an	d Awaro	d Phase	
19 20		1	A E ch		t Owner during hid and award phase as follows:
20 21		1.	A-E SH	dii d\$\$15	t Owner during bid and award phase as follows:
22			a)	Attend	lance at and participation in pre-bid meetings.
23			u)	/ (000)	
24			b)	Respoi	nding to technical questions from bidders in a timely manner so as
25			,	-	delay their ability to prepare accurate bids.
26					
27			c)	Prepar	ation of addenda as appropriate or requested by Owner.
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29			d)		pate in interviews of Project Inspectors or Special Inspectors as
30				reques	sted by Owner for DSA approval.
31	_	<b>.</b> .			
32	E.	Constr	uction I	Phase	
33		4	A 17 1.		the second disection is a Desire black star (how sets a) second set
34		1.		•	vide general direction to a Project Inspector (Inspector) employed
35 36		•	•		to Owner, as required by the Education Code and the California
37	Building Standards Code published by the ICBO, California Building code, California Code of Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation				
38	of a marked set of prints (record documents), indicating actual as-built conditions,				
39	dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility				
40	lines within the limits of construction, and other adjacent construction features, which				
41	shall be forwarded to A-E for Owner upon completion of the Project.				

2. A-E shall administer the construction phase, as required by this Agreement, the Contract Documents, and the applicable statutes and regulations. A-E shall comply with all time lines set forth in the Contract Documents for its construction phase services. A-E shall observe and become familiar with the general quality of construction and report in writing to Owner any observed instance where the materials, workmanship, or the general quality of construction is not in conformance with the Contract Documents, the California Building Standards Code requirements, or generally accepted industry standards of quality.

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3. In providing Services during the construction phase, A-E shall employ individuals on the Project to whom Owner has no reasonable objection. In the event Owner has a reasonable objection to any employee of A-E performing work on the Project, it shall notify A-E, which shall promptly cause the individual to be removed from the Project.

4. A-E, as a representative of Owner, shall make visits to the site at least once per week to render architectural observations in order to: (1) become generally familiar with, and to keep Owner informed about, the progress and quality of the portion of the Project completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in the work; and (3) determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. A-E shall attend weekly on-site construction meetings and shall otherwise be available to Owner and the Inspector for site meetings on an "as-needed" basis.

5. A-E shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. A-E shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, since these are solely Contractor's rights and responsibilities under the Contract Documents.

32 A-E shall make regular reports as may be required by applicable state agencies; 6. 33 review submittals and shop drawings for conformance with design intent; review 34 Requests for Information (RFI's) and promptly issue responses; review requests for 35 substitution of materials, equipment, and the laboratory reports thereof; assist in the 36 preparation of change orders, if any, in a format acceptable to the DSA, for written 37 approval of Owner; provide a color schedule of all materials in the Project for Owner's 38 review and approval; assist in determining date of final completion; make final review of 39 the Project; review (i) written guarantees to ensure compliance with contract 40 requirements, (ii) instruction books, (iii) diagrams, and (iv) charts required of the 41 Contractor; issue A-E's certificate of completion and final certificate for payment; and 42 provide all close-out documentation required by applicable state agencies, as well as 43 record documents, within sixty (60) days of Owner's Notice of Completion.

7. A-E shall compose and submit Construction Change Documents (CCD) in accordance with DSA IR A-6.

8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to DSA and a copy to the Project Inspector for each of the applicable sections of the form DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the project inspector signing off that section of the project inspection card, and in accordance with DSA PR 13-01.

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11 9. A-E shall review Contractor's applications for payment and certify the amounts 12 due Contractor and shall issue certificates for payment in such amounts. A-E's 13 certification for payment shall constitute a representation to Owner, based on A-E's 14 evaluation of the work and on the data comprising Contractor's application for 15 payment, that the work has progressed to the point indicated and that, to the best of 16 the A-E's knowledge, information, and belief, the quality of the work is in accordance 17 with the Contract Documents. The foregoing representations are subject to: (1) 18 evaluation of the work at subsequent milestones, including, without limitation at final 19 completion; (2) the results of subsequent tests and inspections; (3) correction of minor 20 deviations from the Contract Documents; and, (4) any specific qualifications expressed 21 by the A-E.

23 10. A-E shall interpret the Contract Documents and decide matters concerning 24 performance of Contractor and/or Owner under the requirements of the Contract 25 Documents, on written request of either Owner or Contractor and advise Owner. A-E's 26 response to such requests shall be made with reasonable promptness and within any 27 time limits agreed upon or set forth in the Contract Documents. Interpretations and 28 decisions of the A-E shall be consistent with the intent of and reasonably inferable from 29 the Contract Documents and shall be in writing or in the form of drawings. When 30 making such interpretations and decisions, A-E shall endeavor to secure faithful 31 performance by both Owner and Contractor, and shall not show partiality to either.

At Owner's written request, A-E shall assist Owner with any claim resolution
 process involving Contractor and Owner, including, without limitation, serving as a
 witness or providing other Professional Services relating to hearings or other legal
 proceedings.

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40 41 a) The parties recognize that this clause is a means of expediting resolution of claims among Owner, Contractor and A-E. However, it is understood that Contractor is not an intended third party beneficiary of this clause.

1 Compensation for these Extra Services under this Paragraph 11 of Article b) 2 3.F shall be provided as set forth in the payment provisions for Extra Services 3 under Articles 11 and 12. 4 5 At Owner's sole discretion, payment for these A-E Extra Services in claim c) 6 resolution may be withheld pending the outcome of any settlement. To the 7 extent that A-E is held responsible for the claim after a final determination is 8 made in accordance with Article 20 of this Agreement, a proportion of the 9 payment for these Extra Services may be permanently withheld. 10 11

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d) Nothing in this Article shall in any way limit Owner's rights and remedies under this Agreement against A-E for any errors or omissions or breaches of any kind related to this Agreement or A-E's responsibilities under it.

15 12. The A-E agrees to continue to work diligently to completion so long as progress
 payments continue to be made except for those amounts which are withheld and which
 are in dispute under this Agreement.

19 F. Post Construction Phase

A-E shall perform a follow-up review of the entire Project and prepare and deliver a written report to Owner on apparent deficiencies in construction not later than one (1) month prior to the expiration of the General Construction Contract guarantee period for the Project.

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# ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E

28 A-E accepts the relationship of trust and confidence established between Owner and Α. 29 A-E by this Agreement. A-E represents that it is familiar with the statutes, regulations, and 30 design requirements applicable to public school construction; that all of its work will conform to 31 current professional practices and standards regarding such requirements; and that A-E will 32 exercise due professional care and will cooperate with any consultant also employed by Owner 33 in connection with the Project. A-E agrees to perform its work with the skill and judgment of a 34 prudent school designer practicing in the State of California and in an expeditious and 35 economical manner consistent with the interests of Owner. A-E will prepare accurate and fully 36 coordinated plans and specifications and Contract Documents. Any review, approval or 37 acceptance of any of A-E's work under this Agreement shall not relieve A-E from responsibility 38 for errors and/or omissions in its work or the work of its sub-consultants. A-E will perform its 39 work in an appropriate and professional manner which does not violate the Owner's sexual 40 harassment or other harassment policies, including but not limited to Board Policy and 41 Administrative Regulation 4119.11, if applicable, or create an objectively offensive working or 42 educational environment for the Owner's employees or students.

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1 Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or Β. 2 accept any employment, interest or contribution that would reasonably appear to compromise 3 the A-E's professional judgment, impartiality or professionalism with respect to the Project or 4 the Owner.

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6 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services 7 of civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and 8 other necessary design professionals as determined by A-E and acceptable to Owner, properly 9 skilled and licensed in California in the various aspects of the design and construction of the 10 Project. A-E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior 11 written consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's 12 sub-consultants or their agents and employees by execution or performance of this Agreement, 13 and nothing in this Agreement shall create any contractual relation between Owner and any 14 sub-consultants, or their agents and employees, employed by A-E. No sub-consultants, agents, 15 employees or other parties are third party beneficiaries of this Agreement. A-E shall be 16 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their 17 agents and employees, and other persons performing any of the work under this Agreement.

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19 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any 20 consultant(s) employed by the Owner in connection with the Project so as to prevent any 21 discrepancies or inaccuracies in the Construction Documents and any delays in the Project 22 schedule. The A-E assumes the responsibility of incorporating the work of these consultants into 23 the Construction Documents.

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Consultants hired directly by Owner may include, but are not limited to, the following:

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1. Hazardous Materials Consultant – Entek Consulting Group, Inc.

29 The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval, E. 30 contract/bidding documents, construction administration, testing, and maintenance staff 31 training.

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33 F. A-E shall not, either during or after the term of this Agreement, make public any reports 34 or articles, or disclose to any third party any information specifically designated as confidential 35 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants 36 similar agreements not to disclose such confidential information.

37

38 A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall G. 39 respond in the design of the Project to requirements imposed by governmental authorities 40 having jurisdiction over the Project.

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42 Η. A-E shall, as part of its Basic Services, identify the regulatory agencies that have 43 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, Department of General Services (DGS), DSA Fire/Life Safety, DSA
 Access Compliance Section, DSA Structural Safety Section, Department of Toxic Substance
 Control (DTSC), State and Local Fire Marshal and any regulatory office or agency that has
 authority for review and supervision of school district construction projects.

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A-E shall, as part of its Basic Services, provide Services required in obtaining any local
agencies' approval for off-site work related to each Project including review by regulatory
agencies having jurisdiction over each Project including but not limited to water districts, Colusa
County, and Utility Companies (PG&E).

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12 J. At its sole cost and expense, A-E shall give all notices and comply with all applicable 13 laws, codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of its work, including those relating to safety of its employees and sub-14 15 consultants, hazardous materials, and equal employment opportunities; obtain all permits and 16 licenses necessary for performance of its work; pay all local, state, and federal taxes associated 17 with its work; and pay all benefits, insurance, taxes, and contributions for Social Security and 18 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's 19 employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or 20 all of the foregoing obligations have been fulfilled.

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# 23 ARTICLE 5. INDEPENDENT CONTRACTOR

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A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its sub-consultants shall be deemed to be an employee of Owner.

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# 29 ARTICLE 6. CONFLICTS OF INTEREST

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

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ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING

40 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its 41 duties under this Agreement without prior written consent of Owner, which consent may be 42 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of assignment and delegation extends to all assignments and delegations that lawfully may be
 prohibited by agreement.

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# ARTICLE 8. EXTRA SERVICES OF THE A-E

- A. The following Services, if necessitated by unusual circumstances and through no fault or
  neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as
  provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned
  upon prior receipt of formal written authorization from Owner to perform the work as Extra
  Services and no claim for any additional compensation or reimbursement shall be valid unless
  so authorized.
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- 141. Preparation of additional plans or specifications in order to satisfy the15requirements of the applicable public authority, due to changes in policy or law not16reasonably anticipated by A-E and provided that the requirement for these additional17documents occurs after completion of the design development phase.
- 192.If directed by Owner, the employment of special consultants other than those20required in Article 4.C.
- 223. Revisions required as a result of changes in the Owner's previous instructions or23approvals and through no fault of the A-E, after the Construction Documents have been24approved by DSA.
- 264.Providing assistance such as testing, adjusting and balancing in the utilization of27equipment or systems and preparation of operation and maintenance manuals.
- 5. Preparation of drawings and documents to support construction contract change orders which necessitate additional work by A-E, provided that the change order is not contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records of the time spent in preparation of such documents and shall provide monthly statements of the same to Owner identified as to each specific change order item.
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  6. Preparation of special presentation models, renderings or mock-ups requested
  36 by the Owner and not required under Basic Services.
- 387. Preparing to serve or serving as a witness in connection with any hearing,39dispute resolution proceeding or legal proceeding, other than that necessitated by40negligent or willful acts or omissions of A-E or its sub-consultants.
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1 8. Providing services made necessary by the failure of performance, the 2 termination or default of a contractor; or by major defects or deficiencies in the work of 3 any contractor. 4 5 9. Special Meetings with the Site Committee, if applicable and other committees 6 other than as reasonably required or noted elsewhere in the Agreement. 7 8 10. Assistance with environmental and EIR studies other than those which would 9 normally be required to complete the A-E's Basic Services. 10 11 11. Formal value engineering sessions and detailed life-cycle cost analysis beyond 12 those normally provided. 13 14 In no event shall A-E be entitled to receive compensation for Extra Services if required Β. 15 as a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance 16 with this Agreement. 17 18 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in 19 Article 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or 20 decrease the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic 21 Services or both. The A-E shall be entitled to receive additional compensation when the scope or 22 duration of the A-E's Basic Services is increased or extended through no fault of the A-E and shall 23 be subject to the Owner's prior written authorization. 24 25 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to 26 additional compensation, shall be made by a written Amendment to this Agreement executed by 27 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. 28 The A-E shall proceed to perform the services required by the Amendment only after receiving 29 written authorization directing the A-E to proceed. 30 31 32 ARTICLE 9. OWNER'S RESPONSIBILITIES 33 34 A. Owner shall provide full information as to the programmatic and other requirements of 35 the Project, including realistic budget limitations and schedule for the Project. 36 37 If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a Β. 38 certified survey of the site, if required by agencies having jurisdiction, including grades and lines 39 of streets, pavements, and adjoining properties, rights-of-way, restrictions, easements,

boundaries, and contours of the building site, locations, dimensions and floor elevations of
existing buildings, other improvements, and trees; and information as to available service and
utility lines, both public and private.

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1 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, 2 chemical, mechanical, or other tests required by agencies having jurisdiction over the Project 3 for proper design and borings or test pits necessary for determining subsoil conditions. 4 5 D. Owner shall furnish available record drawings of existing structures. 6 7 E. Owner shall furnish all required inspection and testing services in conjunction with the 8 Project. 9 10 F. Owner shall furnish all legal advice and services required for the Project. 11 12 Owner shall provide a complete Division 0 and Division 1 package for inclusion in the G. 13 Contract Documents. 14 15 Η. Owner shall periodically update the Construction Budget. 16 17 Owner shall provide hazardous materials consultant services for the Project, which 1. consultant shall provide hazardous materials specifications to be included by A-E as part of the 18 19 project manual. Owner shall have no responsibility for the accuracy and completeness of such 20 specifications nor have any liability for work done under said specifications. 21 22 J. The Owner shall designate an officer, employee or other authorized representatives to act 23 in the Owner's behalf with respect to the Project. The Representative shall have the authority to 24 approve changes in the scope of the Project and shall be available as often as may be required to 25 render decisions and to furnish information in a timely manner. 26 27 К. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent 28 deficiencies in materials or workmanship. 29 30 L. Owner will pay for all DSA and other applicable agency review/permitting fees. 31 32 33 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS** 34 35 Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner, Α. 36 providing the appropriate level of detail for the phase of Project development. The format will 37 typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown, unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or 38 39 anticipated construction costs and include all work for which bids will be received. It is 40 understood that the Construction Budget is affected by the labor and material market, as well as other conditions beyond the control of A-E or Owner. 41 42

B. A-E shall prepare Estimates at part of each phase submittal and compare the Estimates
 with the Construction Budget.

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C. A-E shall meet with and reconcile all Estimates with Owner's third party cost estimator.

D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes
in the available funds, after the time frame in which the Construction Budget was initially
established.

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# ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION

A. Professional Services: A-E agrees to perform Professional Services provided by this Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the rates set forth in Exhibit B.

18

19 Β. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses 20 associated with the Professional Services performed are reimbursable to A-E. The descriptive categories of expenses that may be considered for reimbursement are defined in Exhibit B. 21 22 Provided that A-E obtains Owner's prior written approval, costs and expenses will be 23 reimbursed to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is 24 an express condition precedent to any reimbursement to A-E of such costs and expenses, and 25 no claim for any additional compensation or reimbursement shall be valid absent such prior 26 written approval by Owner.

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28 A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the C. applicable progress to completion percentage, reimbursable expenses (if any) and Extra 29 30 Services (if any) incurred for the billing period. Invoices requesting reimbursement for 31 expenses incurred during the billing period must clearly list items for which reimbursement is 32 being requested and be accompanied by proper documentation (e.g. receipts, invoices) 33 including a copy of Owner's prior written authorization for invoiced item(s). Invoices requesting 34 payment for Extra Services must reflect hours being charged and a copy of Owner's prior 35 written authorization. No payments will be made by the Owner to the A-E for monthly invoices 36 requesting reimbursables or Extra Services absent the prior written authorization of the Owner. 37 All Owner approved charges incurred under this Agreement shall be due and payable within 38 thirty (30) days of approval of the invoice.

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# 41 ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER

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43 A. Payments on account of the agreed compensation in Article 11 shall be:

 1. Design Development Phase - Thirty-five percent (35%) of total compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to thirty-five percent (35%) of the total compensation, based upon work completed.

2. Construction Documents Phase

a) Construction Documents sufficiently complete to be and actually submitted for review by DSA - increase to sixty percent (60%) of the total compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to sixty percent (60%) of total compensation, based upon work completed.

b) Completed Construction Documents, fully coordinated and qualitycontrolled by A-E and submitted to Owner for peer review—increase fee to sixtyfive percent (65%) of the total compensation stated in Exhibit A.

- c) Incorporation of review comments from the third-party peer reviewer (retained under separate contract to Owner) into Construction Documents, and final Construction Document approval by DSA—increase fee to seventy percent (70%) of the total compensation stated in Exhibit A.
- 3. Construction Phase

a) On all or that portion of the Project for which bids have been received and contracts awarded - increase to seventy-five percent (75%) percent of total compensation.

- b) Subsequent billings shall be submitted monthly, in arrears, in proportion to the percentage of work certified complete by A-E in response to construction progress payment requests.
- c) Construction complete and accepted by Owner increase to ninety percent (95%) of the total compensation.
- Project documentation, including, without limitation, record documents forwarded to Owner and the applicable governmental agencies having jurisdiction—increase to one hundred percent (100%) of the total compensation. The required documents (independent of Owner requirements) shall be filed within sixty (60) days of Project acceptance.
- A-E Agreement between Colusa Unified School District and Page 17 Architectural Nexus, Inc. for Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

- 1 B. Payments in event of the following circumstances shall be as set forth below:
- 2 3 4

1. Deferred Bids: Delay in the award of the contract shall not affect A-E's compensation unless Extra Services are required.

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2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's compensation shall be paid at the time and in the amount noted.

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9 A-E shall submit one (1) invoice monthly to the Owner for the fee associated with the C. 10 applicable progress to completion percentage, reimbursable expenses (if any) and Extra Services (if any) incurred for the billing period. Invoices requesting reimbursement for 11 12 expenses incurred during the billing period must clearly list items for which reimbursement is being requested and be accompanied by proper documentation (e.g. receipts, invoices) 13 14 including a copy of Owner's authorization notice for invoiced item(s). Invoices requesting 15 payment for Extra Services must reflect hours being charged and a copy of Owner's authorization notice. No payments will be made by the Owner to the A-E for monthly invoices 16 17 requesting reimbursables or Extra Services absent the prior written authorization of the Owner. 18 All charges incurred under this Agreement shall be due and payable within thirty (30) days of 19 approval of the invoice.

20

D. Owner may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect Owner from loss, including costs and attorneys' fees, on account of: (1) defective or deficient work product not remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the design work such that A-E is unlikely to achieve timely completion.

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## ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT

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A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements herein contained, A-E shall be in default.

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B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof, Owner may, at its sole option, take possession of any documents, files (including electronic files), or other materials prepared or used by A-E in connection with the Project and provide or secure from others, including A-E's sub-consultants, any such work, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to A-E under this Agreement.

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1 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default, 2 Owner shall have the right to immediate possession of all plans, specifications, and other work 3 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the 4 offices of a sub-consultant, and may employ any other person or persons to finish the design 5 work and provide the materials therefore. In case of such default termination, A-E shall not be 6 entitled to receive any further payment under this Agreement until the Project is completely 7 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement 8 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by 9 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly 10 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses 11 referred to in the last sentence shall include expenses incurred by Owner in causing the 12 Services called for under this Agreement to be provided by others, for attorneys' fees, and for 13 any damages sustained by Owner by reason of A-E's default or defective work, plus ten percent 14 (10%) on any and all such expenses as allowed by law.

15

16 D. Owner Default: A-E may terminate this Agreement for cause upon seven (7) days' 17 written notice to Owner for any of the following reasons: (1) Owner fails to timely pay 18 undisputed sums due to A-E; (2) Owner assigns this Agreement or transfers ownership of the 19 Project prior to completion of A-E's Services under this Agreement if the assignment or transfer 20 is made without the prior written consent of A-E; or (3) Owner suspends the Project or A-E's 21 Services for more than 180 consecutive days. Owner shall have the right to cure the stated 22 ground for termination within the seven (7) day notice period, or such longer period that is 23 reasonably required to cure the default, and, in the event of cure, A-E's notice shall become null 24 and of no further force or effect.

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26 E. Termination for Convenience. In addition to the foregoing right to terminate for 27 default, Owner reserves the absolute right to terminate this Agreement without cause, for any 28 reason whatsoever, upon thirty (30) days' written notice to A-E. In the event of such a 29 termination without cause, Owner shall have the right to immediate possession of all plans, 30 specifications, and other work in progress prepared by A-E, whether located at the Project, at 31 A-E's place of business, or at the offices of a sub-consultant, and may employ any other person 32 or persons to finish the design work and provide the materials therefore. Also, in the event of 33 such a termination without cause, A-E shall be entitled to payment in an amount not to exceed 34 the contract price which shall be calculated as follows: (1) Payment for any phase of the work 35 then satisfactorily completed and accepted by Owner, according to the percentages set forth in 36 Article 12; plus (2) approved reimbursable costs actually incurred by A-E in connection with 37 performance according to Article 11; plus (3) a portion of the percentage applicable to the 38 phase which is in progress, which bears the same ratio to the total amount to be earned for 39 that phase as the work then completed in that phase bears to the total work to be 40 accomplished in that phase; plus (4) reasonable termination expenses, which shall not exceed 41 3% of the Basic Services amount earned to date of termination, without costs, or the remaining 42 base Contract amount, whichever is less. There shall be deducted from such sums as provided 43 in this section the amount of any payment made to A-E prior to the date of termination of this

1 Agreement. A-E shall not be entitled to any claim or lien against Owner or the Project for any 2 additional compensation or damages in the event of such termination and payment. In 3 addition, Owner's right to withhold funds under Article 12.C shall be applicable in the event of a 4 termination for convenience.

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6 F. If this Agreement is terminated by Owner for default and it is later determined that the 7 default termination was wrongful, such termination automatically shall be converted to and 8 treated as a termination for convenience under this Article and A-E shall be entitled to receive 9 only the amounts payable hereunder in the event of a termination for convenience.

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11 G. Survival of Obligations: Except as otherwise stated in this Agreement, no termination of 12 this Agreement shall excuse or otherwise relieve A-E of its responsibilities under this 13 Agreement, including, without limitation, the standard of care for its work and Services, with respect to any work or Services performed prior to the date of termination. All of A-E's 14 15 responsibilities under this Agreement with respect to work or Services performed prior to the 16 date of termination shall survive any termination.

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#### 18 ARTICLE 14. PERFORMANCE TIME SCHEDULE

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20 Α. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's 21 Services. This schedule includes reasonable allowances for review and approval times required 22 of Owner, performance of services by Owner's consultants, and review and approval times 23 required by authorities having jurisdiction over the Project. This schedule shall be equitably 24 adjusted as the Project progresses, allowing for changes in scope, character, or size of the 25 Project as requested by Owner, or for delays or other causes beyond the A-E's reasonable 26 control.

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Β. A-E shall respond to the following specific items within the time frames indicated below:

- 1. **Requests for Information:** 2 days 5 days
  - 2. Change order requests:
    - 7 days, or as agreed upon in writing by Owner 3. Submittals:
- 32 33

34 In the event A-E fails to perform its obligations under this Agreement within the times C. 35 specified in the approved schedule for its work and thereby delays the Project, Owner may withhold monthly progress payments until all work within the particular phase at issue is 36 37 completed or the schedule for A-E's work has been recovered. This remedy shall be in addition 38 to, and not in derogation of, Owner's other rights and remedies relating to A-E's default, 39 whether under this Agreement or applicable law.

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## ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER

A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses pertaining to any Services on this Project shall be kept on a generally recognized accounting basis and shall be available to Owner or its authorized representative, upon reasonable notice, during normal business hours.

7

8 B. Owner or the Owner's authorized representative shall have access to any plans, 9 specifications, books, documents, accounting records, papers, Project correspondence, Project 10 files and other records of A-E or its sub-consultants directly or indirectly related to the Project 11 upon reasonable notice, during normal business hours. Such access shall include the right to 12 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's 13 expense.

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## 16 ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER

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A-E 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 (B+) Level VII, on forms acceptable to Owner, for the following minimum insurance coverage's:

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A. Workers' Compensation insurance and occupational disease insurance, as required by
 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all
 workplaces involved in this Agreement.

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B. 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, \$1,000,000 aggregate; (2)
single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000
each occurrence and \$1,000,000 aggregate.

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331. The insurance shall cover all operations of A-E, including but not limited to the34following: (1) broad form property damage liability; (2) personal injury liability35endorsement; and (3) automobile bodily injury and property damage insurance,36including all owned, if any, hired and non-owned equipment.

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38 39 2. All general liability policies shall name Owner and Program Manager(s) as an additional insured and shall provide that such policy is primary insurance.

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41 C. A-E shall also provide Professional Liability Insurance for the Project, written on a 42 "Claims Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and 43 \$1,000,000 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose acts A-E 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. A-E shall provide Owner proof of professional liability insurance coverage for two 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 22.

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8 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as 9 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of 10 this Agreement. The certificates shall provide that there will be no cancellation, suspension, 11 voiding or change of coverage without thirty (30) days' prior written notice to Owner.

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E. There shall be no reduction or modification of coverage of insurance required by thisAgreement without the written consent of Owner.

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## 17 ARTICLE 17. REPRODUCTION OF DOCUMENTS

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A. A-E shall provide, at no additional expense to Owner, copies of the drawings and specifications for the review and approval of Owner at the end of schematic design, design development, DSA submittal, and completed and quality-controlled sets for constructability review. Owner's requirement is one (1) reproducible master for each item; state agency requirements are to be determined and provided by A-E, including any electronic media in a format acceptable to the agencies, at no additional expense to the Owner.

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B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD
(most current version) compatible format for drawings, and one (1) copy in the most current
version of Microsoft Word for the project manual of the final approved Contract Documents for
bidding and construction purposes.

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## 32 ARTICLE 18. RECORD DOCUMENTS

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34 Α. At completion of the Project (or any portion that is constructed as a discrete unit), A-E 35 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set 36 of marked specifications showing materials and methods of construction as actually 37 accomplished. These shall be prepared by revision of the original drawings from field work 38 drawings to show changes including RFI and ASI clarifications incorporated in the work, based 39 upon Contractor's representation of actual construction. Owner shall furnish A-E one (1) set of 40 field working drawings and specifications noting changes, and direct A-E as to level of detail and 41 completeness desired in record drawings. Since cost of this item will not be able to be 42 determined until construction is complete, A-E shall be compensated per an allowance in 43 Exhibit A for this work.

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B. The A-E may insert the following notice on all record drawings; "These record drawings
(or corrected specifications) have been prepared based on information submitted, in part, by
others. The Architect has provided a review consistent with its legal standard of care."

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6 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible
7 master and One (1) electronic master (in AutoCAD's most current version) compatible format
8 for drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version
9 for project manual.

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## ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS

A. All plans for the Project, including, but not limited to, record documents, specifications, and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they relate to the Project. Notwithstanding same, Owner may use the plans, record documents, specifications, or Estimates related to the Project for the purposes of additions, alignments, or other development on the site.

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21 Β. Notwithstanding Paragraph A above, if the Owner proposes to reuse the plans prepared 22 by the A-E within the CUSD or if the Owner proposes to employ any other person or persons to 23 finish the design work and provide the materials therefore because of a Termination for 24 Convenience as set out in Article 13, the terms and the conditions for the use or reuse shall be 25 set forth in an Amendment to this Agreement or other subsequent writing executed by Owner 26 and A-E. However, under any circumstances, in the event of any use, reuse or modification of 27 the A-E's drawings, specifications or other documents by any person, firm or legal entity, the 28 names and seals of the A-E and the A-E's Consultants, if any, shall first be removed from the A-29 E's drawings, specifications or other documents. The Owner further agrees to indemnify, 30 defend and hold A-E harmless from any and all claims, liabilities, suits, demands, losses, costs, 31 expenses including, but not limited to, reasonable attorney's fees accruing to or resulting from 32 any and all persons, firms or any other legal entity, on account of any damage or loss to 33 property or persons, including, but not limited to, death arising out of such use, reuse or 34 modifications of the A-E's drawings, specifications or other documents, provided that such 35 injury, damage, loss, and/or death was not a result of negligent design errors, design 36 deficiencies, or omissions contained in the original documents. Notwithstanding anything in 37 this Agreement to the contrary, in the event of a termination of A-E for default under Article 13, 38 there shall be no limitation on the Owner's right to use any of the plans, specifications or other 39 documents prepared by A-E.

40

41 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate, 42 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other 43 party without the prior written authorization of A-E. However, in addition to the rights to use and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize
 Contractor or any construction subcontractor, equipment supplier or material supplier to use
 and reproduce, to the fullest extent necessary, applicable portions of the documents
 appropriate to and for use in their work for this Project.

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D. In the event Owner ever desires to construct all or part of another wholly unrelated
project which would be essentially identical in design to the Project that is the subject of this
Agreement, A-E agrees to permit re-use of its design and the corresponding Contract
Documents, subject to payment to A-E of a fair and reasonable re-use fee.

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11 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without 12 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants 13 against any damages, liabilities or costs, including reasonable legal fees and disbursements, 14 arising from the unauthorized re-use or modification of the documents, provided that such 15 injury, damage, loss, and/or death was not a result of negligent design errors, design deficiencies, or omissions contained in the original documents. Submission or distribution of 16 17 the documents to meet official regulatory requirements or for similar purposes does not 18 constitute an unauthorized re-use of the documents.

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## ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION

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A. A-E shall give written notice of any claims arising out of or relating to this Agreement within Ten (10) calendar 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.

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31 Β. Direct negotiation will be the initial process utilized by the parties after issuance of 32 written notice of any claim arising out of or relating to this Agreement as specified immediately 33 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt 34 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation 35 representatives of the parties shall be the Owner's designated representative and the A-E's 36 designated representative. Any requested Direct Negotiation will take place at the Project or at 37 a mutually agreeable location specified by the parties' designated representatives, and the 38 direct negotiations shall take place as soon as reasonably practical after the request for direct 39 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, 40 or other matter arising out of the Agreement. Each party shall document the results of the 41 direct negotiations and these documents shall be exchanged between the parties.

42

1 C. Mediation. The parties agree that all claims, disputes or controversies between the 2 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct 3 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation 4 before a mediator mutually agreed upon by the parties. In the event the parties are unable to 5 agree upon the identity of the mediator within Fifteen (15) days from the date either party 6 submits a written request to mediate a claim, dispute or controversy, the mediator shall be 7 selected and the mediation administered under the Construction Mediation Rules of the 8 American Arbitration Association. The costs and fees of the mediator shall be paid equally by 9 the parties. The parties shall negotiate in good faith in an effort to reach an agreement with 10 respect to the claim, dispute or controversy. Neither party shall commence or pursue 11 arbitration or litigation until the Project is complete.

12

D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,
but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial
proceeding shall be held in Colusa County.

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E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,
arbitration or litigation shall be initiated prior to the completion of the Project or termination of
this Agreement, whichever is earlier.

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21 F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions 22 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E 23 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with 24 the Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a 25 representation by A-E to Owner that submission of the claim does not in any respect violate the 26 False Claims Act. Any party with an interest in the claim, including any sub-consultant(s), shall 27 certify under penalty of perjury the validity and accuracy of any claim submitted to Owner, as 28 provided below. Compliance with this claim certification requirement shall be a condition 29 precedent to any obligation Owner might otherwise have to review the claim, and failure to 30 provide such certification shall constitute a waiver of the claim. The claim certification required 31 by this paragraph shall provide as follows:

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2 3		the California False Claims Act,
4	4 Government Code Section 12650, et seq., I certify that subn	nission of the attached claim is
5	5 made in good faith; that the supporting data prepared by the	undersigned company, or its - is
6	6 accurate and complete to the best of my knowledge and belief	; that submission of the claim to
7		y authorized to certify the claim
8		
9	9	
10	10 Dated: Company: Archite	ctural Nexus, Inc.
11	11	
12	12	
13	13	Signature
14	14	
15	15	Title
16	16	
17	17	
18	18 ARTICLE 21. SUCCESSORS AND ASSIGNS	
19	19	
20	20 It is mutually understood and agreed that this Agreeme	ent shall be binding upon Owner
21	21 and its successors, and assigns, and upon A-E, its partne	ers, successors, executors, and
22	22 administrators. Neither this Agreement, nor any monies due or	to become due hereunder, may
23	23 be assigned by A-E without the consent and approval of Own	er, which consent and approval
24	24 can be withheld for any reason, or no reason, in Owner's absolu	ite discretion.
25	25	
26	26	
27	27 ARTICLE 22. INDEMNITY	
28	28	
29	29 A. A-E shall, with respect to all work which is covered by	or incidental to this Agreement,
30	30 defend, indemnify, and hold harmless Owner, its officers, direc	tors and employees (collectively
31	31 "Owner"), from and against any and all liens, claims, suits, act	ions and judgments asserted by
32	32 firms or individuals claiming through A-E, and any claims, I	iability, loss, damage, costs, or
33	33 expenses, including reasonable attorneys' fees, expert's fee	s, awards, fines, or judgments,
34	34 relating to the death or bodily injury to persons, injury to pr	operty, design defects, or other
35	loss, damage, or expense to the extent that any of the above	are contributed to or caused by
36	36 the negligent acts, errors or omissions of A-E. A-E's duty to def	end shall not include the duty to
37	37 provide a defense but shall include paying Owner for all defen	nse costs incurred by Owner for
38	38 the claims described herein to the extent that A-E committee	I professional negligence (errors
39	39 and omissions) in the performance of its duties under this Agr	eement. However, A-E shall not
40	40 be obligated under this Agreement to indemnify Owner to the e	extent that the damage is caused
41	41 by the negligence or willful misconduct of Owner or its agent or	servants other than A-E.
42	42	

B. A-E 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 A-E's use, in connection with or as a part of the Project, of 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.

8

9 Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees C. 10 and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss, 11 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or 12 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the 13 performance of its obligations under this Agreement. Owner's duty to defend shall not include 14 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E 15 for the claims described herein to the extent that Owner caused the injury and resulting damages as a direct result of its intentional acts or willful misconduct. Owner shall not be 16 obligated under this Agreement to defend or indemnify A-E to the extent that the damage is 17 18 caused by the negligence or willful misconduct of A-E or its agents or servants.

19

D. A-E 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.

22

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
 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or
 remedy otherwise available by law.

27 28

## 29 ARTICLE 23. ADDITIONAL PROVISIONS

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31 Severability: In the event that any term or provision of this Agreement is held to be illegal, 32 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or 33 provision shall be deemed severed from this Agreement and the remaining terms and 34 provisions shall continue in full force and effect.

- 35
- 36

## 37 ARTICLE 24. FINGERPRINTING

38

A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The
 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section
 41 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E
 42 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:

3

4 1. The A-E shall, prior to commencement of work pursuant to this Agreement, 5 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be 6 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised 7 access to occupied school campuses where children will be present. This provision 8 extends to all consultants hired by A-E that will have unsupervised access to occupied 9 school campuses. Upon verification from DOJ that those persons fingerprinted have no 10 record of a serious or violent felony as defined in Section 45122.1 of the California Education Code, A-E will so certify by signing and submitting the A-E Certification 11 12 included herein as Exhibit E. In addition, A-E shall submit the names of those persons 13 who have received clearance and are authorized to have unsupervised access to school 14 campuses on a form as indicated in Exhibit E. A-E must contact the Owner regarding 15 appropriate access for those persons not cleared by DOJ for reasons other than a violent 16 In such case, A-E shall make arrangements with Owner for or serious felony. 17 appropriate access. No person with a violent or serious felony as reported by DOJ may 18 have access to the school campuses or provide any Services under this Agreement. 19

- 2. Failure to comply with this provision shall constitute grounds for termination of this Agreement.
- 21 22 23

20

## 24 ARTICLE 25. ENTIRE AGREEMENT

25

A. Neither amendments to nor modifications of this Agreement shall be effective unless signed by officials of A-E and Owner having authority equal to or greater than that of the officials signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants contained herein.

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Architectural Nexus, Inc.

By: Joseph Yee, AIA Senior Partner

(Sig ature) Date:

1990 Third Street, Suite 500 Sacramento, CA 95811

15. 069 Tax ID #

1

Board Approval Date: 2 3

4 <u>Department of Justice (DOJ) Fingerprinting:</u>

**Colusa Unified School District** 

By: Mr. Dwayne Newman District Superintendent

usman (Signature)

Date:

745 Tenth Street Colusa, CA 95932

Required

## EXHIBIT A

### CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES

#### AGREEMENT

#### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND SYNTHESIS PARTNERS, INC.

FOR

## COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT

#### A-E SERVICES

### Construction Budget: \$647,000

#### Project Schedule:

A-E shall complete the Basic and Professional Services described in Article 3, within timeframes established in Article 12 and as follows:

#### Notice to Proceed: 8/26/15

#### **Schematic Design Phase:** 8/26/15 – 9/8/15

- Start of Schematic Design Phase 8/26/15
- Schematic Design submittal 9/3/15
- Schematic Design review meeting 9/8/15

### 10/5/15 - 11/3/15

#### Design Development Phase: 9/9/15 09/29/15

- Start of Design Development Phase <del>9/9/15</del>–10/5/15
- Design Development submittal <del>09/24/15</del> 10/28/15
- Design Development review meeting 09/29/15 11/3/15

## 11/4/15 - 12/11/15

### Construction Document Phase: 09/30/15 11/3/15

- 50% Construction Document submittal <del>10/13/15</del> 11/15/15
- 50% Construction Document Review Meeting 10/16/15 11/24/15
- 100% Construction Document submittal 10/30/15 12/4/15
- 100% Construction Document, Constructability Review Meeting 11/3/15 12/10/15

Not Applicable

## <u>A-E Fees:</u>

- A. The Total Fee is not-to-exceed **\$71,000**. Included in this not-to-exceed fee is the sum of the Total Fixed Fee for the Basic and Professional Services described in Article 3 and Reimbursable Expense Allowance as described in Article 12 and Exhibit B.
- B. The Total Fixed Fee not-to-exceed **\$70,000**. Following is the allocation of the Total Fixed Fee as described in Article 12:
  - 1. <u>Compensation for Basic Services:</u> The Owner shall compensate A-E for performing the, as follows:
    - a. 25% of Fixed Fee or \$17,500 for Design Development Phase
    - b. 30% of Fixed Fee or \$21,000 for DSA submission.
    - c. 10% of Fixed Fee or \$7,000 for completion of 100% CD
    - d. 5% of Fixed Fee or \$3,500 for incorporation of review comments
    - e. 5% of Fixed Fee or \$3,500 for Bid and Award Phase
    - f. 20% of Fixed Fee or \$14,000 for Construction Phase
    - g. 5% of Fixed Fee or \$3,500 for Closeout Phase
- C. The Total Reimbursable Allowance not-to-exceed \$1,000.00
  - 1. Reimbursable Allowances Included in the aforementioned fee, the following allowances have been provided. The use of any allowances stated below shall be subject to Owner's approval as stated in Article 9.C. The A-E will not exceed these allowances without prior written authorization.

a.	Record Drawing Drafting Allowance	\$ None
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- b. Reimbursable Expense Allowance \$1,000.00
- D. The total cost to the Owner for the Services described in this Agreement shall not exceed the above amount without the written agreement of the Owner.

### EXHIBIT B

#### REIMBURSABLE EXPENSES AND HOURLY FEES

### AGREEMENT

#### BETWEEN

### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

#### FOR

## COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT A-E SERVICES

#### ALLOWABLE REIMBURSABLE EXPENSES:

A. The following are descriptive categories of work that may be considered for reimbursable costs provided Owner issues its written authorization before the costs are incurred:

1. Expenses of outside technical assistance deemed necessary and not included in Basic Services.

2. Fees advanced for securing approval of authorities having jurisdiction over the Project.

3. Additional insurance coverage above those coverage's identified in Article 16.

4. Photo finishing other than documentation of existing conditions for the development of background drawings.

5. Owner-requested printing, plotting, telecopying, facsimile duplication expenses not covered under Basic Services.

6. Owner-requested special delivery, messenger or overnight carrier expenses.

B. Reimbursement shall be at cost for all reimbursable expenses. Those items requiring coordination by A-E can be billed to the Owner at one hundred five percent (105%) of the direct billing.

### HOURLY FEES FOR EXTRA SERVICES:

A-E shall receive additional compensation for Extra Services as described in Articles 8 and 3 pursuant to the provisions set forth in Articles 8 and 11.

Position/Name of Individual	Hourly Rate Cost/Hour from A-E
Senior Principal Architect	\$210.00
Principal Architect/Designer	\$160.00
Project Architect	\$135.00
Staff Architect	\$120.00
Project Manager	\$100.00
Job Captain	\$ 90.00
Interior Designer	\$ 85.00
Technical Drafter	\$ 70.00
Clerical	\$ 55.00

#### EXHIBIT C

#### **A-E'S SUBCONSULTANTS**

### AGREEMENT

#### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND SYNTESIS PARTNERS, INC.

#### FOR

### COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT

#### A-E SERVICES

In accordance with Article 4, A-E shall submit a list of consultants performing any Services under this Agreement. A-E's sub-consultants shall not be changed without Owner's prior written authorization.

- Architectural Nexus
   Joseph Yee, AIA, Principal-In-Charge
- Eclipse Mechanical Engineering, Inc. Allen J. Giesbrecht, President
- The Engineering Enterprise, Electrical Engineers Leonard King, Principal
- Warren Consulting Engineers, Surveyors, Civil Engineers George Warren, Principal
- The Sierra West Group, Construction Cost Estimators John Moreno, Estimator

### EXHIBIT D

#### SCOPE OF SERVICES AND DELIVERABLES

### AGREEMENT

#### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

#### FOR

## COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT A-E SERVICES

Per Article 4, A-E is required to coordinate its work with consultants hired by the Owner.

#### **Description of Project:**

- Modify the existing student restrooms in the Building 200 MPR and Locker Rooms per current code requirements.
- Remove the gymnasium's existing roof-mounted heating unit and replace with ground-mounted HVAC unit(s).
- During the Schematic Design Phase, conduct a preliminary meeting with DSA to confirm the obligatory accessibility upgrades and project scope, and advise the Owner of any potential scope, schedule and budget impacts

### Special Requirements:

- Coordinate the fire alarm system/requirements for this building with the campus-wide system.
- Provide and Coordinate services of topographic surveyor.

### **Design Development Phase**

- 1. Based on the CUSD approved Schematic Design Phase documents, prepare Design Development documents that illustrate refinement of design, scope, relationships, form, size, quality, character and appearance of the Project for the entire site.
- 2. Documents shall include site and floor plans, elevations, cross sections, typical construction details, equipment layouts, outline specifications, and other documents necessary to depict the design of the entire Project with respect to program requirements, and architectural, civil, landscape, structural, mechanical, plumbing, electrical, and such other essential details, features, special products or systems as may be appropriate.
- 3. Meet with CUSD, site staff and governing agencies, as required.

A-E Agreement between Colusa Unified School District and Page 36 Architectural Nexus, Inc. for Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

- 4. At 100% Design Development completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents
- 5. At 100% Design Development completion, submit documents to CUSD for review and approval.

## **Construction Documents Phase**

- 6. Based on the CUSD approved Design Development Phase documents and proposed construction phasing sequence, prepare separate Construction Documents and specifications submittals setting forth, in detail, the requirements for the construction of the entire Project in conformity with applicable governmental and code requirements and the requirements of the Division of the State Architect (DSA).
- 7. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.
- 8. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
- 9. At 50% and 100% Construction Document completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents.
- 10. At 50% and 100% Construction Document completion, submit documents to District for review and approval.
- 11. Meet with CUSD, site staff and governing agencies, as required.

## Contract Award Phase

- 12. Assist CUSD in preparing, reviewing and finalizing the bid documents.
- 13. Assist the CUSD in the evaluation of bids.

## **Construction Phase**

- 14. Make punch-list observation and issue certificate of completion and final certificate for payment.
- 15. Assist CUSD with coordination, reviews, and responses on commissioning related items.

### EXHIBIT E

### **A-E DOJ CERTIFICATION**

#### AGREEMENT

### BETWEEN

#### COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC. FOR

#### COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT

## A-E SERVICES

I, \_\_\_\_\_\_, on behalf of Architectural Nexus, Inc. certify that, pursuant to Education Code Section 45125.1 and Article 24 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., attached hereto is a list of names of the employees or agents of A-E who will be providing services to Colusa Unified School District and who are required to be fingerprinted 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 on «Date of DOJ Certification», in California. (Seal of business) Seni Principal Date

## EXHIBIT E (continued)

## A-E DOJ CERTIFICATION List of Employees Authorized To Come On To the School Campus

#### AGREEMENT

#### BETWEEN

## COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.

FOR

#### COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT

**A-E SERVICES** 

Name:	At the Colusa Unified School District
	(list campus if applicable)
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A-E Agreement between Colusa Unified School District and Page 39 Architectural Nexus, Inc. for Colusa High School ADA Restroom and Gymnasium HVAC Replacement Project

	UNIFIED SCHOOL DISTRICT	WARRANTS TO B	E RELEASED DECE	MBER 11, 20	15	BATCH 22
	VENDOR		AMOUNT	FUND	LOC	DESCRIPTION
614	A-Z BUS SALES	\$	80.11	01	МОТ	BUS MAINTENANCE SUPPLIES
589	KATHY APLANALP	\$	145.30	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
607	CHRISTINA BAILEY	\$	15.00	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
603	BEELER TRACTOR	\$	226.59	01	мот	MOWER/TRACTOR REPAIR
617	TERRY BILADEAU	\$	138.58	01	мот	REIMBURSE MILEAGE
591	CASCADE ATHLETIC	\$	618.09	01	SPORTS	SUPPLIES
604	CHERRYDALE FARMS	\$	3,882.11	01	BPS	FUNDRAISER
598	CITY OF COLUSA	\$	7,682.83	01	ALL	WATER/SEWER BILLING
602	COLUSA COUNTY FARM SUPPLY	\$	25.84	01	CHS	AG SUPPLIES
588	CCOE	\$	14,084.00	01	DO	DECEMBER WC PREMIUMS
605	COLUSA GOLF COURSE	\$	950.00	95	CHS	SNOWBALL RENTAL AND DEPOSIT
599	COLUSA MOTOR SALES	\$	125.32	01	мот	VEHICLE REPAIR SUPPLIES
RC35	CUSD EMER FD-JENNIFER SUTTON	\$	410.71	95	EMS	REIMBURSE FOR SUPPLIES PURCHASED
	CUSD EMER FD-HANNA SCHNEIDER	\$	19.35	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
	CUSD EMER FD-CBDA	\$	55.00	01	CHS	BAND TRIP REGISTRATION
	CUSD EMER FD-NCBA	\$	185.00	01	CHS	BAND TRIP REGISTRATION
	CUSD EMER FD-NCBA	\$	95.00	01	CHS	BAND TRIP REGISTRATION
	CUSD EMER FD-SPEEDLING NURSERY	\$	2,731.25	95	EMS	PARENT CLUB POINSETTA SALE
	CUSD EMER FD-SCOE	\$	100.00	01	EMS	WORKSHOP REGISTRATION FEES
	CUSD EMER FD-JULIANAN HERNANDEZ	\$	13.47	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
	CUSD EMER FD-HAILEY TRAYNHAM	\$	29.46	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
597	CREATIVE BUS SALES	\$	81.13	01	мот	BUS MAINTENANCE SUPPLIES
620	CRYSTAL CREAMERY	\$	2,946.74	13	CAFET	FOOD
	DAVIES OIL CO	\$	1,372.46	01	мот	FUEL FOR VEHICLES
	DOWNTOWN FORD	\$	90,620.50	01	мот	3 NEW VANS
	FGL ENVIRONMENTAL	\$	127.00	01	мот	STORM WATER TESTING
	FRONTIER	\$	4,183.92	01	ALL	PHONE/DATA LINE MONTHLY BILLING
593	GAGER DISTRIBUTING	\$	99.37	13	CAFET	SUPPLIES
592	GENERAL PRODUCE	\$	3,185.32	13	CAFET	FOOD
	GRIFF'S	\$	70.77	01	MOT	GROUNDS SUPPLIES
	MARIBEL HUGHES	\$	9.85	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
	LUCILLE IMHOFF	\$	334.65	01	HMS	REIMBURSE MILEAGE
	IEFF SAVAGE PLUMBING	\$	2,873.33	01	МОТ	REPAIR WATER LEAK AT CHS
	JOHN LAMBIRTH TRUCKING	\$	483.75	01		TOPSOIL
	KELLEHER PAINT	\$	483.75		MOT	MAINTENANCE SUPPLIES
	MERIDIAN DIESEL	\$	1,356.55	01	MOT	BUS REPAIR
	1	\$	· ·	01	мот	
	MITEL LEASING		1,461.84	01	ALL	PHONE SYSTEM LEASE
595	JUANITA MORGAN	\$	110.96	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
590	NEVADA FFA ASSOCIATION		65.00	01	CHS	FFA REGISTRATION
594	O'CONNELL RANCH	\$	216.00	13	CAFET	FOOD
608	RICHIE'S FLORIST	\$	35.48	95	CHS	SUPPLIES
	SORENSON PEST CONTROL	\$	283.00	01	МОТ	MONTHLY PEST CONTROL SERVICE
-	STOHLMAN ENTERPRISES	\$	34.13	01	мот	MAINTENANCE SUPPLIES
RC34	US BANK CALCARD VISA	\$	32,987.54	01	ALL	SEE ATTACHED
	SALLI WALLACE	\$	115.41	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
600	YUBA SAFE AND LOCK ALL FUNDS	\$	147.03 175,564.21	01	мот	LOCK REPAIR/REPLACE

## **US BANK CALCARD VISA**

Sheryl P	arker		
4-Dec	MESSICK ACE HARDWARE	\$1,988.47	MOTMAINTENANCE SUPPLIES
3-Dec	RECOLOGY BUTTE COLUSA	\$2,627.52	ALL GARBAGE SERVICE
3-Dec	QUILL CORPORATION	\$7,897.95	BPS SUPPLIES
3-Dec	QUILL CORPORATION	\$7,897.94	BPS SUPPLIES
2-Dec	CDW GOVERNMENT	\$883.65	BPS SUPPLIES
2-Dec	CDW GOVERNMENT	\$24.25	BPS SUPPLIES
1-Dec	USPS.COM CLICK66100611	\$18.11	DO POSTAGE
30-Nov	VZWRLSS*MY VZ VB P	\$1,104.74	ALL CELL PHONE SERVICE
Mike Ph		••••••	
1-Dec	PAYPAL *CBDACALIFOR	\$355.00	MUSIC WORKSHOP REGISTRATION
24-Nov	AMAZON MKTPLACE PMTS		MUSIC SUPPLIES
Leasa Hi		φ13.0 <i>1</i>	MOSIC SOFFLIES
4-Dec	POLAR LEASING COMPANY	¢0.055.00	CAFET TEMP FREEZER STORAGE
2-Dec	WM SUPERCENTER #2053	· · ·	CAFET SUPPLIES
1-Dec	C&C SMART FOOD51705721	\$326.26	CAFET FOOD
Jeremy l	Miller		
3-Dec	CBI*PARALLELS	\$49.99	TECH SUPPLIES
2-Dec	AMAZON.COM	\$62.63	TECH SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$17.53	TECH SUPPLIES
2-Dec	ABCMOUSE.COM*	(\$7.95)	TECH SUPPLIES RETURN
Rosema	ry Hicks		
27-Nov	GBC*ECOMMERCE	\$416.40	BPS SUPPLIES
27-Nov	DEEP DISCOUNT		BPS SUPPLIES
27-Nov	IPROMOTEU	\$1,988.07	BPS SHIRTS FOR PARENT CLUB FUNDRAISER
25-Nov	DS SERVICES STANDARD COFF	\$136.52	BPS WATER
25-Nov	HERTZBERG NEW METHOD IN	\$384.52	BPS LIBRARY BOOKS
24-Nov	DONUT WHEEL		BPS SUPPLIES
Nick Sch		Q21.20	
30-Nov	LOWES #01933*	\$154.71	MOT MAINTENANCE SUPPLIES
		\$134.71	MOT MAINTENANCE SOFFLIES
Jody Joh		¢504.40	
4-Dec			EMS SUPPLIES
3-Dec	SSI*SCHOOL SPECIALTY		EMS SUPPLIES
3-Dec	OLD FASHION CANDY		EMS ASB FUNDRAISER
3-Dec	AMAZON MKTPLACE PMTS		EMS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$4.00	EMS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$4.00	EMS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$9.50	EMS SUPPLIES
2-Dec	AMAZON.COM AMZN.COM/BILL	\$10.43	EMS SUPPLIES
2-Dec	CLASSROOM SUPPLY MART	\$116.25	EMS SUPPLIES
1-Dec	ROUND TABLE PIZZA - COLU	\$46.10	EMS SUPPLIES
1-Dec	CVS/PHARMACY #09599	\$22.85	EMS SUPPLIES
Dwayne I	Newman	-	
3-Dec	92 PHONE PRIORITY PARKING	\$12.00	DO PARKING FEE AT WORKSHOP
Ron Rog		÷.2.00	
3-Dec	PAYPAL *SLWHOLESALE	\$42.40	MOT MAINTENANCE SUPPLIES
		φ <del>4</del> 3.40	
Darren E		<b>#00.00</b>	
4-Dec			
3-Dec	HOG SLAT ONLINE NEWTON		CHS SUPPLIES
3-Dec	YANKEE CANDLE 4139	\$1,140.59	
3-Dec	AMAZON MKTPLACE PMTS	\$43.47	CHS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$7.97	CHS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$12.68	CHS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$9.10	CHS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$6.47	CHS SUPPLIES
2-Dec	AMAZON MKTPLACE PMTS	\$4.99	CHS SUPPLIES
		\$4.30	CHS SUPPLIES
	AMAZON MKTPLACE PMTS	+	
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2-Dec 2-Dec			
2-Dec 2-Dec 1-Dec	AMAZON MKTPLACE PMTS	\$53.73	
2-Dec 2-Dec 1-Dec 2-Dec	AMAZON MKTPLACE PMTS AMAZON MKTPLACE PMTS AMAZON MKTPLACE PMTS	\$53.73 \$70.40	CHS SUPPLIES CHS SUPPLIES
2-Dec 2-Dec 1-Dec 2-Dec 1-Dec 1-Dec 27-Nov	AMAZON MKTPLACE PMTS AMAZON MKTPLACE PMTS	\$53.73 \$70.40 \$25.71	CHS SUPPLIES CHS SUPPLIES CHS SUPPLIES

COLUSA	UNIFIED SCHOOL DISTRICT WARRANTS	то в	E RELEASED DECE	MBER 18, 20	15	BATCH 23
REF #	VENDOR		AMOUNT	FUND	LOC	DESCRIPTION
648	PETER ADAMS	\$	1,000.00	01	CHS	MURAL FOR CHS PROGRESS PAYMENT
635	MALLORY ALVES	\$	71.30	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
632	ARCHITECTURAL NEXUS	\$	37,453.59	21	BOND	ARCHITECTS FEES FOR VARIOUS PROJECTS
633	CHRISTINA BAILEY	\$	3.50	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
638	JENNIFER BARBEE	\$	71.30	01	BPS	REIMBURSE MILEAGE
639	JILL BOEGER	\$	71.30	01	BPS	REIMBURSE MILEAGE
650	CA DEPT OF JUSTICE	\$	245.00	01	DO	FINGERPRINT FEES
654	CVT	\$	106,461.46	01	ALL	JANUARY HEALTH INSURANCE PREMIUMS
637	ELLEN CENAMI	\$	73.60	01	BPS	REIMBURSE MILEAGE
625	CCOE	\$	21.71	01	DO	SUPPLIES
627	CUSD CAFETERIA FUND	\$	60.75	01	BPS	ASES SUPPLIES
RC37	CUSD EMER FD-RON CALCAGNO	\$	115.00	95	CHS	ASB FOOTBALL REIMBURSE SUPPLIES
RC37	CUSD EMER FD-DSA	\$	1,500.00	21	BOND	DSA FEES TO REOPEN PROJECTS
RC37	CUSD EMER FD-JENNIFER SUTTON	\$	242.20	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
628	СРМ	\$	11,703.75	21	BOND	CONSULTANT FEES
641	DANIELSEN CO	\$	7,467.24	13	CAFET	FOOD
644	DSA	\$	9,337.50	21	BOND	DSA FEES
640	FRANZ FAMILY BAKERIES	\$	901.42	13	CAFET	FOOD
634	HEATHER HAMILTON	\$	71.30	01	BPS	REIMBURSE MILEAGE
642	LEASA HILL	\$	140.88	13	CAFET	REIMBURSE MILEAGE
653	MARIBEL HUGHES	\$	17.42	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
631	BOBBY KIRKMAN	\$	182.20	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
647	BOB KIRKMAN	\$	99.64	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
651	LCMS AWARDS	\$	573.13	01	CHS	AWARDS FOR VARIOUS SPORTS
626	TINA LYONS	\$	537.37	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
655	MIDVALLEY OFFICIALS	\$	240.00	01	SPORTS	OFFICIALS FOR EMS SPORTS
636	JAMIE MYERS	\$	34.50	01	BPS	REIMBURSE MILEAGE
652	PERMA BOUND BOOKS	\$	989.98	01	BPS	LIBRARY BOOKS
643	PLATT	\$	164.90	01	МОТ	MAINTENANCE SUPPLIES
629	MELISSA SLOCUM	\$	99.56	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
	SPURR	\$	1,486.17	01	ALL	NATURAL GAS BILLING
645	THREE B'S TOILET RENTALS	\$	161.25	01	ALL	PORTABLE TOILET RENTAL
RC36	US BANK CALCARD VISA	\$	21,162.76	01	ALL	SEE ATTACHED
	WILLIAMS JR HIGH SCHOOL	\$	40.00	01	SPORTS	BASKETBALL ENTRY FEE FOR EMS
646	JOE WILLIAMSON	\$	135.41	01	CHS	REIMBURSE FOR SUPPLIES PURCHASED
TOTAL	ALL FUNDS	\$	202,937.09			

# **US BANK CALCARD VISA**

Sheryl Pa	rker		
15-Dec	VERIZON WIRELESS	\$1,105.86	ALL CELL PHONE BILLING
10-Dec	MESSICK HARDWARE	\$4,156.54	MOT MAINTENANCE SUPPLIES
11-Dec	MJB WELDING SUPPLY, INC.	\$189.47	CHS AG SHOP SUPPLIES
10-Dec	RSD - ROSEVILLE#52	\$3,964.22	MOT MAINTENANCE SUPPLIES
9-Dec	EXCEL SPORTSWEAR	\$747.01	CHS SHIRTS
8-Dec	QUILL CORPORATION	(\$5.90)	DO CREDIT FOR RETURN
7-Dec	FLORA FRESH	\$108.74	CHS FLORAL DESIGN SUPPLIES
7-Dec	IN *CLIMATE CONTROL, INC.	\$1,686.20	MOT MAINTENANCE SUPPLIES
7-Dec	ALL METALS SUPPLY	\$361.83	CHS AG SHOP SUPPLIES
7-Dec	ADVANCED DOCUMENT CONC	\$1,929.43	ALL COPIER MAINTENANCE
Mike Phe	nicie	-	•
8-Dec	WORLDSTRIDES	\$1,134.00	MUSIC CARNEGIE REGISTRATION
8-Dec	WORLDSTRIDES	\$1,299.00	MUSIC CARNEGIE REGISTRATION
Jeremy N	1iller		
25-Nov	SP *TECHNOLOGY IN EDUCATI	\$364.43	BPS TECH EQUIPMENT
Leasa Hill			
14-Dec	WM SUPERCENTER #1903	\$120.04	CAFET FOOD
14-Dec	C&C SMART FOOD51705721	\$324.84	CAFET FOOD
Rosemar	y Hicks		
8-Dec	SWEET BEANS BAKERY	\$20.70	BPS SUPPLIES
27-Nov	AMAZON MKTPLACE PMTS	\$12.98	BPS SUPPLIES
27-Nov	AMAZON MKTPLACE PMTS	\$11.80	BPS SUPPLIES
Zeba Hor	ne		
9-Dec	CALIFORNIA SCHOOL BOARD	\$185.00	DO WORKSHOP REGISTRATION
Terry Bilad	deau	•	
14-Dec	COMMERCIAL COOLING	\$843.88	CAFET SUPPLIES FOR FREEZER REPAIR
Nick Scha	intz		
8-Dec	LOWES #01933*	\$479.09	MOT MAINTENANCE SUPPLIES
Jody Johr	nston		
11-Dec	PEOPLES EDUCATION	\$1,210.48	EMS SUPPLIES
10-Dec	ACCUTRAIN CORP	\$505.44	EMS WORKSOP REGISTRATIONS
Darren B	rown	•	ł
11-Dec	WWW.VISTAPRINT.COM	\$125.76	CHS ASB SUPPLIES
10-Dec	QUILL CORPORATION	\$72.49	CHS SUPPLIES
9-Dec	VISTAPR*VISTAPRINT.COM	\$111.51	CHS ASB SUPPLIES
7-Dec	ELDRIDGEPLAYS	\$7.95	CHS ASB SUPPLIES
7-Dec	ORIENTAL TRADING CO	\$89.97	CHS ASB SUPPLIES
τοται		\$21 162 76	

TOTAL

<sup>\$21,162.76</sup> 

COLUSA	UNIFIED SCHOOL DISTRICT	WARRANTS TO BE	RELEASED JANU	ARY 8, 2016		BATCH 24
REF #	VENDOR		AMOUNT	FUND	LOC	DESCRIPTION
667	A BEKA BOOK	\$	133.30	01	HMS	BOOKS
678	ALHAMBRA WATER	\$	127.02	01	DO/MOT	WATER
694	AMERICAN FIDELITY	\$	351.83	01	DO	DISABABILITY PREMIUMS
665	CHRISTINA BAILEY	\$	8.59	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
686	BAXTER AUTO	\$	441.37	01	МОТ	AUTO REPAIR/MAINT SUPPLIES
702	CA BOARD OF EQUALIZATION	\$	6.81	01	МОТ	DIESEL FUEL TAX
707	CA BOARD OF EQUALIZATION	\$	488.00	13	CAFET	SALES TAX ON ADULT MEALS/CATERING
704	CA BOARD OF EQUALIZATION	\$	1,078.00	95	CHS/EMS	SALES TAX ON SALE OF GOODS
705	CA BOARD OF EQUALIZATION	\$	9,144.00	01	ALL	SALES TAX ON OUT OF STATE PURCHASES
659	CASCADE ATHLETIC	\$	256.60	01	SPORTS	SUPPLIES
695	CITY OF COLUSA	\$	6,490.95	01	ALL	WATER, SEWER BILLING
669	CCOE	\$	84,505.00	01	ALL	WORKERS COMP PREMIUMS JAN-JUNE
681	COLUSA REGIONAL MEDICAL CENTER	\$	1,152.00	01	CHS	STUDENT DRUG TESTING
709	CUSD BUILDING FUND	\$	9,562.00	21	BOND	CLEAR PRIOR YEAR DUE TO/DUE FROM
670	CUSD CAFETERIA FUND	\$	818.60	01	EMS/DO	CATERING/DISTRICT OPEN HOUSE
RC38	CUSD EMER FD-HERZOG PHOTOGRAPHY	\$	275.00	95	CHS	RENTAL OF PHOTO BOOTH
RC38	CUSD EMER FD-JESSICA RICO	\$	100.00	95	CHS	REIMBURSE FOR SUPPLIES PURCHASED
RC38	CUSD EMER FD-OROVILLE HIGH SCHOOL	\$	600.00	95/01	SPORTS	ENTRY FEE FOR BOYS BASKETBALL
RC38	CUSD EMER FD-LORA FUSARO	\$	12.52	13	CAFET	REIMBURSE FOR SUPPLIES PURCHASED
RC38	CUSD EMER FD-QSSUSERS GROUP	\$	300.00	01	DO	WORKSHOP REGISTRATION
668	CUSD GENERAL FUND	\$	1,000.00	95	CHS	CONCESSION ADVISOR PAY
708	CUSD GENERAL FUND	\$	9,432.64	13	CAFET	CLEAR PRIOR YEAR DUE TO/DUE FROM
693	CREATIVE BUS SALES	\$	187.57	01	МОТ	TRANSPORTATION SUPPLIES
697	DAVIES OIL	\$	790.18	01	МОТ	FUEL
666	DAWSON WREATH BARN	\$	1,105.00	01	EMS	PARENT CLUB FUNDRAISER
675	DOWNTOWN FORD	\$	59,995.85	01	МОТ	NEW VANS
684	EDD	\$	1,162.00	01	ALL	UNEMPLOYMENT INS PREMIUMS
707	FRANZ FAMILY BAKERIES	\$	467.40	13	CAFET	FOOD
706	GENERAL PRODUCE	\$	2,493.60	13	CAFET	FOOD
699	GOLDEN BEAR ALARMS	\$	157.50	01	ALL	ALARM MONITORING
701	HERFF JONES	\$	2.15	01	HMS	DIPOLOMA
661	HIGHWAY 20 SIGNWORKS	\$	628.88	01	BPS	SIGNS
710	MARIBEL HUGHES	\$	13.96	01	BPS	REIMBURSE FOR SUPPLIES PURCHASED
660	INTERQUEST	\$	350.00	01	EMS/CHS	DRUG DOG VISIT
664	DEANNA JARRETT	\$	44.10	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
696	JEFF HUBER CONSTRUCTION	\$	11,558.00	21	BOND	REPLACE WINDOWS IN EMS BAND ROOM
683	JOHNSON PRINTING	\$	6.61	01	DO	SUPPLIES
690	KELLEHER PAINT	\$	579.44	01	мот	MAINTENANCE SUPPLIES
658	LARA KELLEHER	\$	41.48	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
662	RASAN KNOX	\$	72.38	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
692	MCCUMBERS GLASS	\$	437.03	01	МОТ	GLASS REPAIR/REPLACE
671	MERIDIAN DIESEL	\$	392.00	01	МОТ	BUS SERVICE
680	JOE MUZZALUPO	\$	550.00	95	CHS	DJ FOR DANCE
	NGS	\$	4,319.00	21	BOND	WINDOW TINTING
	NORCAL FLOORING	\$	604.19	01	мот	FLOORING
679	PG&E	\$	14,288.49	01	ALL	ELECTRIC BILLING
698	SHERYL PARKER	\$	547.69	01	DO	REIMBURSE MILEAGE
677	PERMA BOUND BOOKS	\$	522.93	01	BPS	LIBRARY BOOKS
	PLATT	\$	70.95	01	МОТ	MAINTENANCE SUPPLIES
685	READING OIL	\$	580.98	01	МОТ	FUEL
	RECOLOGY	\$	2,847.21	01	ALL	GARBAGE BILLING
	RICHALL ELECTRIC	\$	191.19	01	МОТ	ELECTRIC WORK
	MELISSA SLOCUM	\$	58.08	01	EMS	REIMBURSE FOR SUPPLIES PURCHASED
	SORENSON PEST CONTROL	\$	418.00	01	ALL	PEST CONTROL SERVICE
	STANDARD INSURANCE	\$	1,681.82	01	ALL	INCOME PROTECTION PREMIUMS
	SUTTER COE	\$	295.00	01	EMS/BPS	WORKSHOP REGISTRATIONS
663				~ 1		
663 656		\$	2,101.63	01	ALL	COPIER LEASES
656	US BANK EQUIPMENT FINANCE			-	ALL MOT	
656 672		\$ \$ \$	2,101.63 390.00 150.00	01 01 01	ALL MOT EMS	COPIER LEASES ELECTRIC WORK BASKETBALL ENTRY FEE

## COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street Colusa, CA 95932

## **UNOFFICIAL MINUTES**

Board of Trustees Board Meeting

December 8, 2015

CALL TO ORDER	The meeting was called to order at 6:00 p.m. in the District Office Board Room by Board President Lincoln Forry, who established a quorum was present. Attending were Charles Yerxa, Terry Bressler, Kelli Griffith-Garcia and Kathie Whitesell. Also in attendance was Superintendent Dwayne Newman, staff and community members.
PLEDGE OF ALLEGIANCE	Lincoln Forry led the Pledge of Allegiance.
HEARING OF THE PUBLIC FOR ITEMS ON THE AGENDA	No information was presented.
HEARING OF THE PUBLIC FOR ITEMS NOT ON THE AGENDA	Roberta James provided information regarding the upcoming Virginia Yerxa Community Read (VYCR) events. On December 15, 2015 the Oregon Shakespeare Festival actors will perform in a special adaptation of Hamlet and other stories that will bring Shakespeare and other writers to life. In 2016, the VYCR is taking a new approach to the community read by selecting a writer rather than a book and they invite members of the community to "Shake Hands with Shakespeare." To learn more about the VYCR visit <u>www.virginiaread.net</u> .
RECOGNITIONS & CELEBRATIONS	Clair Toth recognized Jennifer Barbee for her exemplary teaching style and her willingness to mentor and support the new first grade teacher.
PRESIDENT'S REPORT	<ul> <li>CRAF – None.</li> <li>Friends of Music – Terry Bressler reported that a Biscuits &amp; Gravy fundraiser will be taking place on 1-31-16. The band &amp; guitar group will be performing at Winterfest. Mr. Bressler also stated that FOM is currently serving 192 CUSD students. The next FOM meeting will take place on January 4, 2016 at 6:30 PM at EMS.</li> <li>Friends of Ag – Kelli Griffith-Garcia reported that on November 18, 2015 the Colusa FFA hosted the North Valley Section Contest. Over 300 students from 15 different school attended. CUSD students did very well. Kathie Whitesell reported that on November 30, 2015 the advisory committee met and they discussed the Agricultural Education Incentive Grant checklist. Discussion regarding the new Career Technical Education (CTE) Grant also occurred. The next advisory meeting will take place in March of 2016.</li> <li>SELPA – None.</li> <li>Grounds – Mr. Forry reported that soil testing is near completion and the beginning phases of construction on the Ag Barn is approaching.</li> <li>Mr. Forry asked for clarification regarding the new safety policy at BPS. Clair Toth stated that the new policy will easily allow the BPS staff members to identify those individuals that have checked in with the front office and are wearing a visitor's pass. BPS will continue to encourage parents/guardians to</li> </ul>

	volunteer and/or meet with teachers and simply ask that those individuals check in with the front office prior to going on to the campus.
SUPERINTENDENT'S REPORT IMPROVING ACHIEVEMENT	<ul> <li>Federal Program Monitoring (FPM) Update – Mr. Newman reported on the FPM training that took place in Sacramento. The process will be time consuming but appears to be very straight forward.</li> <li>Staff Survey Results – Survey responses were positive. Mr. Newman and Administration will use the information from the surveys to determine upcoming professional development opportunities.</li> </ul>
SUPERINTENDENT'S REPORT MANAGEMENT	<ul> <li>Bond Projects Update – Mr. Newman reported that the bond projects are progressing well.</li> <li>Winter Cheerleading Request Update – A winter cheerleading advisor has been hired.</li> </ul>
SUPERINTENDENT'S REPORT BUDGET	Enrollment – Mr. Newman stated that enrollment numbers are stable.
PRINCIPAL'S REPORT	Rebecca Changus reported on the CHS Summer School program. Ms. Changus stated that the collaboration which occurs between the CHS teachers & the Summer School teachers, results in a curriculum that is rigorous and in line with common core instruction. Two independent study courses were offered this past Summer which in turn allowed for one on one support for students. Support classes are offered to students that struggle in certain subjects and are identified by the counseling office.
CSEA REPORT	Rosemary Hicks reported that CSEA will be meeting again on December 11, 2015 to go over job descriptions. They are hoping to complete that process and have it ready to be presented at their next negotiations.
CEA REPORT	Bobbi Weiglein reported that the tentative agreement was ratified at their last meeting. CEA is reviewing some of the contract language as it relates to how the parent-teacher conferences are being done. CEA is hoping to be able to have more student testing take place prior to the meetings in hopes that it will provide parents/guardians with a more in depth view into their child's academic progress. In addition, CEA will be looking at various options for professional development as well language to include into the contracts specifically relating to signing bonuses for hard to fill positions.
INFORMATION/DISCUSSION/ POSSIBLE ACTION ITEMS ACTION ITEM #151685	Motion was made by Charles Yerxa, seconded by Terry Bressler to approve the reorganization of the board to include the naming of Kelli Griffith-Garcia as the Governing Board President as well as naming Kathie Whitesell as the Governing Board Clerk.
	Whitesell – Aye

Yerxa – Aye Forry – Aye

	Bressler – Aye Griffith-Garcia – Aye
	Vote: (Unanimous)
ACTION ITEM #151686	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the allocation of \$20,000 to the Music Program and broken down as follows: \$10,000 reserve (to be rolled over yearly) for the repairing or replacing of instruments and an additional \$10,000 for competitions.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151687	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the 2015-16 Tentative Agreement with the Certificated Bargaining Unit (CEA).
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151688	Motion was made by Terry Bressler, seconded by Charles Yerxa to approve the 2015-16 Retirement Incentive for Employees Paid for those employees on the Certificated Salary Schedule.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151689	Motion was made by Kathie Whitesell, seconded by Charles Yerxa to approve the 2015-16 Tentative Agreement with the Unrepresented Bargaining Unit.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye

	Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151690	Motion was made by Terry Bressler, seconded by Lincoln Forry to approve the Warrants: Batch #19-21.
	Whitesell – Abstain Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (4 Ayes, 1 Abstain)
ACTION ITEM #151691	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 3270 – Sale & Disposal of Books, Equipment and Supplies.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151692	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 3270 – Sale & Disposal of Books, Equipment and Supplies.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151693	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 3512 – Equipment.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye

	Vote: (Unanimous)
ACTION ITEM #151694	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 4112.23 – Qualifications/Assignment of Special Education Teachers.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151695	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 4119.11, 4219.11, 4319.11 – Sexual Harassment.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151696	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 4154, 4254, 4354 – Health & Welfare Benefits.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151697	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 4154, 4254, 4354 – Health & Welfare Benefits.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye

	Vote: (Unanimous)
ACTION ITEM #151698	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 5112.2 – Exclusion from Attendance.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #151699	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading BP 5141.31 – Immunization.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516100	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 5141.31 – Immunizations.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516101	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt BP 6190 – Evaluation of the Instructional Program.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516102	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 0200 – Goals for the District.

	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516103	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 0420.4 – Charter School Authorization.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516104	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 0460 – Local Control & Accountability Plan.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516105	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 0500 – Accountability.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye Vote: (Unanimous)
ACTION ITEM #1516106	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 3100 – Budget.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye

	Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516107	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 3100 – Budget.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516108	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 4161.11, 4261.11, 4361.11 – Industrial Accident/Illness Leave.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516109	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 6145.2 – Athletic Competition.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
action item #1516110	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 6151 – Class Size.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye

	Vote: (Unanimous)
action item #1516111	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of AR 6158 – Independent Study.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
action item #1516112	Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve and adopt the second reading of BP 6170.1 – Transitional Kindergarten.
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye
	Vote: (Unanimous)
ACTION ITEM #1516113	<ul> <li>Motion was made by Charles Yerxa, seconded by Kathie Whitesell to approve the following consent agenda items: <ol> <li>November 10, 2015 Board Meeting Minutes</li> <li>Educator Effectiveness Funds Expenditure Plan</li> <li>Government Financial Strategies – Financial Advisory Services Agreement</li> <li>2015-16 AB1200 Public Disclosure of Collective Bargaining Agreement</li> <li>2015-16 Certificated Salary Schedule</li> <li>2015-16 Certificated Extra Duty Salary Schedule</li> <li>2015-16 Superintendent's Salary Schedule</li> <li>2015-16 Confidential/ASES Coordinator Salary Schedule</li> <li>2015-16 Classified Management Salary Schedule</li> <li>Personnel Assignment Order #6</li> <li>Surplus Equipment – MOT Vehicles</li> <li>ASB Fund Statement</li> </ol> </li> </ul>
	Whitesell – Aye Yerxa – Aye Griffith-Garcia – Aye Bressler – Aye Forry – Aye

Vote: (Unanimous)

None.

HEARING OF THE PUBLIC FOR MATTER ON CLOSED SESSION AGENDA

The Board adjourned to Closed Session at 7:40 PM to consider and/or take action upon any of the following items:

- 1. Student Matters:
  - a. Out of School Suspensions
  - b. Inter-District Transfers
- 2. Personnel Matters:
  - a. Public Employment
    - 1. 2015-2016 New Hires
    - 2. Leave Requests
  - b. Public Employee Discipline/ Dismissal/Release/Resignations

#### 3. Negotiations

**Instructions 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*).

The Board reconvened from Closed Session at 8:25 PM. Board President, Kelli Griffith-Garcia reported out that the Board reviewed the Out of School Suspensions and Inter-District Transfers.

ACTION ITEM #1516114 Motion was made by Terry Bressler, seconded by Kathie Whitesell to approve the leave requests.

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

Vote: (Unanimous)

ADJOURNMENT

The meeting adjourned at 8:30 PM

Respectfully submitted by Zeba Hone, Executive Administrative Assistant

## APPROVED BY:

Board of Trustees Meeting December 8, 2015

l.1.b.

October 1, 2015 TO December 31, 2015

Education Code 35186(d) requires that a district report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

x No complaints have been received this quarter.

The following complaints have been received this guarter.

Education Code 35186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned instructional materials to use in class; or (b) for use at home or after school in order to complete reqired homework assignments; or (c) are in poor or unusable condition.

Complaints have been received regarding insufficient instructional materials. District Resolutions:

Education Code 36186(e)(1) requires that districts investigate and resolve complaints when a complainant alleges that (a) students do not have standards-aligned textbooks or state- or district-adopted textbooks required for use in class; or (b) for use at home or after school in order to complete required homework assignments; or (c) are in poor or unusable condition.

Complaints have been received regarding insufficient textbooks. District Resolutions:

Education Code 35186(e)(3) requires that districts investigate and resolve complaints when a complainant alleges that facilities have conditions that pose an emergency or urgent threat to the health or safety of students or staff.

Complaints have been received that facilities have emergency/urgent threat conditions.

District Resolutions:

Education Code 35186(e)(2) requires that districts investigate and resolve complaints when a complainant alleges that (a) a qualified certificated teacher has not been assigned to a vacant position to a class for an entire year; (b) a teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class; or (c) a teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Complaints have been received regarding unqualified teachers. District Resolutions:

The district investigated and remedied any valid complaint within a reasonable time period not exceeding 30 working days from the date the complaint was received. EC 35186 (b)

Mr.K. Musman aperintendent

181 Date

COLUSA UNIFIED SCHOOL DISTRICT

2015-16 GENERAL FUND 01 BUDGET REVISION

January 12, 2016

2015-16 BEGINNING BALANCE ESTIMATED INCOME			1,201,172 <u>14,779,144</u>
TOTAL INCOME/BEGINNING BALANCE			14,779,144
Resource Code and Program			
0000 increase State Aid			49,309
REVISED TOTAL INCOME			14,828,453
REVISED TOTAL INCOME + BEGINNING BALANCE			16,029,625
			10,022,020
EXPENDITURES			
Current Expenditure Budget		14,636,252	
Reserve for Revolving Cash	30,350		
Reserve for Van/Bus Replacement	35,000		
Reserve for Technology	15,000		
Reserve for Curriculum/Textbooks	75,000		
Undistributed Reserve	<u>1,188,714</u>	<u>1,344,064</u>	15,980,316
Various Salary Increase for All - Other Salary/Benefit adjustments			290,581
Increase District Music Budget			20,000
Revised Expenditure Budget		14,946,833	
Reserve for Revolving Cash	30,350		
Reserve for Van/Bus Replacement	35,000		
Reserve for Technology	15,000		
Reserve for Curriculum/Textbooks	75,000		
Undistributed Reserve	<u>878,133</u>	1,033,483	15,980,316
PASSED AND ADOPTED this 12th Day of January 2016 at a meetin	a of the Boa	rd of Trustees of Colusa	

PASSED AND ADOPTED this 12th Day of January, 2016 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES: 4 NOES: 0 ABSENT:

Dylayne Newman, Superintendent

1/12/16

## Back to Agenda Multi-Year Projection Summary - January 12, 2016

			14/15		,, <b>,</b>					
	13/1	4 ACTUALS	ACTUALS	1	15/16 BUDGET	16/17 BUDGET	1	7/18 BUDGET	1	18/19 BUDGET
TOTAL REVENUES		11,791,322	12,793,104		14,828,453	14,113,679		14,543,446		14,760,212
TOTAL EXPENSES & TRANSFERS OUT		11,778,667	12,939,926		14,946,834	13,974,552		14,176,028		14,312,270
TOTAL REVENUES LESS EXPENDITURES		12,655	-146,822		-118,381	139,127		367,417	_	447,942
GENERAL FUND BEGINNING BALANCE		1,335,339	1,347,994		1,201,172	1,082,791		1,221,918		1,589,335
LESS AMOUNT ABOVE REVENUES LESS EXP		12,655	-146,822		-118,381	139,127		367,417		447,942
Less Reserve for Revolving Cash					-30,350	-30,350		-30,350		-30,350
less Reserve for Van/Bus Replacement					-35,000	-70,000		-105,000		-140,000
less Reserve for Technology					-15,000	-30,000		-45,000		-60,000
Less Reserve for Curriculum/Textbooks					-75,000	-150,000		-225,000		-300,000
Less Restricted Fund Balance Prop 39/Common Core		-227,281								
UNDISTRIBUTED GENERAL FUND RESERVE		1,120,713	1,201,172		927,441	941,568		1,183,985		1,506,927
% UNDISTRIBUTED RESERVE		9.51%	9.28%		6.20%	6.74%		8.35%		10.53%
3% UNDISTRIBUTED RESERVE IS		353,360	388,198		448,405	419,237		425,281		429,368
AMOUNT ABOVE (-BELOW) 3%		767,353	812,974		479,036	522,331		758,704	_	1,077,559
5% UNDISTRIBUTED RESERVE IS		588,933	646,996		747,342	698,728		708,801		715,614
AMOUNT ABOVE (-BELOW) 5%		531,780	554,176	i	180,099	242,840		475,184	_	791,314
RECOMMENDED RESERVE 3% Plus one Year LCFF G				_					—	
LCFF Growth Amount over Prior Year	\$	483,946	\$ 1,062,836	\$	1,428,758	\$ 555,651	¢	466,950	\$	253,949
Plus 3% Reserve	\$	353,360				• • • • • • • • •	•	400,930	•	429,368
Total Recommended Reserve	\$	837,306	\$ 1,451,034					892,231		683,318
AMOUNT ABOVE (-BELOW) RECOMMENDED RESERVE	\$	283,407	\$ (249,862)					291,755	•	823,610
	Ψ	200,401	φ (240,002)	Ψ	(0+0,122)	φ (00,020)	Ψ	201,700	<u> </u>	020,010
LCFF FUNDING ESTIMATE:	13/1	4 ACTUALS	14/15 BUDGET	1	15/16 BUDGET	16/17 BUDGET	1	7/18 BUDGET	1	18/19 BUDGET
TOTAL ADA		1395.63	1386.33		1395.25	1395.25		1395.25		1395.25
multiply x SSC Calculated recommended amount per ADA	\$	7,034	\$ 7,844	\$	8,818	\$ 9,216	\$	9,551	\$	9,733
Total LCFF Funding Budgeted	\$	9,817,350	\$ 10,874,660	\$	12,303,418	\$ 12,859,069	\$	13,326,019	\$	13,579,968
% Increase over Prior Year		4.60%	10.77%	•	13.14%	4.52%		3.63%		1.91%
CUSD P-2 ADA		1387.81	1381.29	)	1389.12	1389.12		1389.12		1389.12
Adult Transition Class Reported by CCOE		5.54	5.04		6.13	6.13		6.13		6.13
Community School ADA Reported by CCOE		<u>2.28</u>	<u>0</u>		0	<u>0</u>		0		<u>0</u>
TOTAL ADA CUSD LCFF		1395.63	1386.33		<b>1395.25</b> -74K ROP	<b>1395.25</b> -130K ROP		<b>1395.25</b> -167K ROP		<b>1395.25</b> -167K ROP

Colusa Unified School District - January 12, 2016 Back to Agenda	8.25% STRS 11.1% PERS	8.88% STRS 11.7% PERS	10.73% STRS 11.847% PERS	12.58% STRS 13.05% PERS	14.43% STRS 16.6% PERS	16.28% STRS 18.2% PERS
NOONE		14/15				
INCOME 8011-8089 TOTAL LCFF	13/14 ACTUALS 9,817,350	ACTUALS 10,874,660	15/16 BUDGET 12,303,418	16/17 BUDGET 12,859,069	17/18 BUDGET 13,326,019	18/19 BUDGET 13,579,968
8019 PRIOR YEAR ADJUSTMENTS	-5,526	10,074,000	12,303,410	12,039,009	13,320,019	13,379,900
TOTAL REVENUE LIMIT SOURCES	9,811,824	10,874,660	12,303,418	12,859,069	13,326,019	13,579,968
TOTAL FEDERAL REVENUE	513,251	514,766	468,491	438,559	438,559	438,559
STATE REVENUES	, -	- ,	, -	,	,	,
8550 MANDATED COSTS	49,128	144,281	774,759	50,000	50,000	50,000
8560 LOTTERY	234,017	237,949	245,000	245,000	245,000	245,000
8590 OTHER STATE	<u>739,852</u>	<u>633,618</u>	<u>752,251</u>	<u>350,000</u>	<u>350,000</u>	350,000
TOTAL STATE REVENUE	1,022,997	1,015,848	1,772,010	645,000	645,000	645,000
OTHER LOCAL REVENUES						
8650 LEASES AND RENTALS	12,108	12,163	9,000	9,000	9,000	9,000
8660 INTEREST 8677 INTERAGENCY REVENUES	7,906 244,730	11,076	5,000 232,034	5,000	5,000	5,000
8699 OTHER LOCAL INCOME	178,506	265,341 99,250	<u>38,500</u>	118,551 38,500	81,368 38,500	44,185 38,500
TOTAL LOCAL REVENUES	443,250	<u>387,830</u>	284,534	<u>171,051</u>	133,868	<u>-38,500</u> 96,685
TOTAL REVENUES	11,791,322	12,793,104	14,828,453	14,113,679	14,543,446	14,760,212
		,,	,020, .00	,	,,	,,.
	4 007 050	5 440 040	F 000 70F	E 005 400	5 000 045	5 050 070
1100 TEACHER'S SALARIES 1200 PUPIL SUPPORT SALARIES	4,627,859	5,110,019	5,396,705	5,205,166	5,230,345	5,250,678
1200 PUPIL SUPPORT SALARIES 1300 SUPERVISOR/ADMIN. SALARIES	294,042 564,779	265,311 564,328	275,720 676,529	275,200 656,671	280,000 670,000	290,000 680,000
1900 OTHER CERTIFICATED SALARIES	<u>0</u>	<u>0</u>	<u>0</u>	470,000	470,000	470,000
TOTAL CERTIFICATED	5,486,680	5,939,658	6,348,954	6,607,037	6,650,345	6,690,678
2100 INSTRUCTIONAL AIDES	324,984	347,664	424,106	415,000	425,980	436,000
2200 CLASSIFIED SUPPORT	508,314	587,506	728,599	700,258	705,098	715,000
2300 CLASSIFIED ADMINISTRATORS	266,938	308,881	311,343	310,750	315,000	324,569
2400 CLERICAL AND OFFICE	448,589	481,365	505,845	487,000	501,980	505,678
2900 OTHER CLASSIFIED SALARIES	106,358	122,265	130,386	125,679	127,000	130,000
TOTAL CLASSIFIED	1,655,183	1,847,681	2,100,279	2,038,687	2,075,058	2,111,247
3100 STRS	447,106	810,308	979,212	906,165	959,645	978,712
3200 PERS	155,558	180,233	241,629	266,049	344,460	355,112
3300 SOCIAL SECURITY	189,285	208,551	243,214	242,000	250,000	250,000
3400 HEALTH	1,168,885	1,144,368	1,226,699	1,226,699	1,226,699	1,226,699
3500 UNEMPLOYMENT INSURANCE	4,425	4,989	4,056	5,000	5,000	5,000
3600 WORKER'S COMPENSATION	157,340	171,471	199,320	200,000	200,000	200,000
3900 OTHER BENEFITS	<u>142,214</u>	<u>100,089</u>	<u>100,872</u>	<u>93,155</u>	<u>35,062</u>	<u>35,062</u>
TOTAL BENEFITS	2,264,813	2,620,009	2,995,002	2,939,068	3,020,865	3,050,585
4100 TEXTBOOKS	<i>9,406,676</i> 20,379	10,407,348 27,942	<i>11,444,235</i> 206,000	<i>11,584,792</i> 40,000	<i>11,746,268</i> 40,000	<i>11,852,510</i> 40,000
4300 INSTRUCTIONAL SUPPLIES	<u>639,353</u>	742,494	<u>1,060,216</u>	<u>457,361</u>	<u>457,361</u>	<u>457,361</u>
TOTAL BOOKS AND SUPPLIES	659,732	770,436	1,266,216	497,361	497,361	497,361
5200 TRAVEL AND CONFERENCE	38,020	28,060	130,109	29,402	29,402	29,402
5300 DUES AND MEMBERSHIPS	10,626	3,775	12,061	12,061	12,061	12,061
5400 INSURANCE	114,095	119,332	122,224	124,000	124,000	124,000
5500 UTILITIES	432,480	419,663	440,000	430,000	430,000	430,000
5600 CONTRACTS, RENTS, LEASES	200,231	261,391	195,436	231,891	231,891	231,891
5750 DIRECT COSTS FOR CAFETERIA FD	-44,838	-48,450	-45,000	-45,000	-45,000	-45,000
5800 OTHER SERV. & OPERATING EXP.	231,065	276,995	303,482		250,000	250,000
	<u>18,399</u>	<u>41,575</u>	<u>50.837</u>		<u>60,000</u>	<u>60.000</u>
TOTAL CONTRACTS/OTHER EXPENSE	1,000,078	1,102,341	1,209,149	1,092,354	1,092,354	1,092,354
6500 EQUIPMENT REPLACEMENT TOTAL CAPITAL OUTLAY	<u>34,666</u> <b>34,666</b>	<u>56,177</u> <b>56,177</b>	<u>250,000</u> <b>250,000</b>	0	0	0
7142 COMMUNITY SCHOOL/SELPA	642,668	502,689	707,189	730,000	770,000	800,000
7350/7613 Interfund (to/from Cafeteria)	-20,198	45,890	15,000	15,000	15,000	15,000
7649 OTHER LOAN PAYMENTS	55,045	55,045	55,045	55,045	55,045	55,045
TOTAL 7000 OTHER OUTGO	677,515	603,624	777,234	800,045	840,045	870,045
TOTAL EXPENDITURES & TRANSFERS OUT	11,778,667	12,939,926	14,946,834	13,974,552	14,176,028	14,312,270

## BUDGET REVISION

## January 12, 2016

Cafeteria Fund 13				
	APPROVED	PROPOSED	REVISED	
	BUDGET	REVISION	BUDGET	
BEGINNING BALANCE	65,035	na se a come sa cereza da come encontra come da ana ana ana ana ana ana ana ana ana	65,035	
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>35,000</u>	
TOTAL INCOME	818,100	0	818,100	
TOTAL BEGINNING BALANCE + INCOME	883,135	0	883,135	
2000 Classified Salaries	263,479	5,797	269,276	
3000 Employee Benefits	99,553	1,315	100,868	
4000 Food & Supplies	321,500		321,500	
5000 Other Services & Operating Expenses	54,000	10,000	64,000	
6000 Equipment	0		0	
7350 INTERFUND INDIRECT	<u>20,000</u>		<u>20,000</u>	
TOTAL EXPENSES	758,532	17,112	775,644	
PROJECTED ENDING BALANCE	124,603	-17,112	107,491	

PASSED AND ADOPTED this 12th day of January, 2016 at a meeting of the Board of Trustees of Colusa Unified School District.

AYES: 4 NOES: ABSENT:11 un Signed\_

Dwayne Newman, Superintendent

## James Marta & Company LLP Certified Public Accountants

Accounting, Auditing, Consulting, and Tax

December 8, 2015

Sheryl Parker Chief Business Official Colusa Unified School District Colusa, California

Dear Mrs. Parker:

We are pleased to confirm our understanding of the services we are to provide for Colusa Unified School District for June 30, 2016, 2017 and 2018.

#### I. SCOPE OF WORK

We have been engaged to perform an audit of Colusa Unified School District's Proposition 39, Measure A Bond, statements of Nets Position as of June 30, 2016, 2017 and 2018, and the related Statements of Revenues and Expenditures and Changes in Fund Balances for the year then ended. We are also engaged to conduct a performance audit in accordance with standards applicable to performance audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and in accordance with Government Auditing Standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with Government Auditing Standards.

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<sup>701</sup> Howe Avenue Suite E3, Sacramento, California 95825 Phone: 916-993-9494 Fax: 916-993-9489 e-mail: jmarta@jpmcpa.com www.jpmcpa.com

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

#### The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles or, and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

#### **General Audit Procedures**

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and, Government Auditing Standards, and/or any state or regulatory audit requirements. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

#### **Internal Control Audit Procedures**

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and any state or regulatory audit requirements.

<sup>701</sup> Howe Avenue Suite E3, Sacramento, California 95825 Phone: 916-993-9494 Fax: 916-993-9489 e-mail: jmarta@jpmcpa.com www.jpmcpa.com

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

#### **Compliance with Laws and Regulations**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Colusa Unified School District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
  - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
  - ii. Additional information that we may request from management for the purpose of the audit; and
  - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

<sup>701</sup> Howe Avenue Suite E3, Sacramento, California 95825 Phone: 916-993-9494 Fax: 916-993-9489 e-mail: jmarta@jpmcpa.com www.jpmcpa.com

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

#### Reporting

We will issue a written report upon completion of our audit of Colusa Unified School District's Proposition 39, Measure A Bond. Our report will be addressed to the governing body of Colusa Unified School District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report on internal control over financial reporting and a management comment letter (if needed), upon completion of our audit.

At the conclusion of our audit engagement, we will communicate to the board of trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

#### Other

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

#### **Provisions of Engagement Administration, Timing and Fees**

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

David Becker is the engagement partner for the audit services specified in this letter. His responsibilities include supervising James Marta & Company LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

#### Fees

Our fee for the audits will be \$5,500 for 2016, \$5,700 for 2017 and \$5,900 for 2018. The district may exercise its option to terminate the agreement after the bond proceeds are spent. We will bill you on a monthly basis for our services and invoices are payable upon presentation. Unpaid fee balances 30 days overdue will bear interest at 18 percent per annum. This fee is based upon the assumption that the closing journal entries will be made and accounting will be finalized and closed before the year end audit fieldwork. Additional time and billing charges will incur if accounting service is provided for closing or reconciling accounting records.

Whenever possible, we will attempt to use your personnel to assist in the preparation of schedules and analyses of accounts. We understand that your employees will prepare all cash or other confirmations we request and will locate any invoices selected by us for testing. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our initial fee estimate assumes we will receive the aforementioned assistance from your personnel and unexpected circumstances will not be encountered. In the event that the GASB, FASB, AICPA, GAO, OMB, or the State of California issues additional standards or audit procedures that require additional work during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work. Our fee for addressing the additional requirements will be at our standard hourly rates for each person involved in the additional work.

In the event we are required to respond to discovery requests, subpoenas, and outside inquiries, we will first obtain your permission unless otherwise required to comply under the law. Our time and expense to comply with such requests will be charged at our standard hour rates in addition to the stated contract.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

At the conclusion of our audit engagement, we will communicate to the Board of Directors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of James Marta & Company LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of James Marta & Company LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

#### **Mediation Provision**

Disputes arising under this agreement (including scope, nature, and quality of services to be performed by us, our fees and other terms of the engagement) shall be submitted to mediation. A competent and impartial third party, acceptable to both parties shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 60 days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Several technical accounting and auditing words and phrases have been used herein. We presume you to understand their meaning or that you will notify us otherwise so that we can furnish appropriate explanations.

We have attached a copy of our latest external peer review report of our firm for your consideration and files.

<sup>701</sup> Howe Avenue Suite E3, Sacramento, California 95825 Phone: 916-993-9494 Fax: 916-993-9489 e-mail: jmarta@jpmcpa.com www.jpmcpa.com

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

James Marta

James P. Marta CPA ARM

Principal James Marta & Company LLP Certified Public Accountants Sacramento, California **RESPONSE:** 

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Colusa Unified School District:

Approved by:

Musman peintenden

Date:

Title:

#### COLUSA UNIFIED SCHOOL DISTRICT and COLUSA EDUCATORS ASSOCIATION

l 1 t

#### **Tentative Agreement**

The Colusa Unified School District Board of Trustees and the Colusa Educators Association have tentatively agreed to settle outstanding collective bargaining issues for the 2015-16 school year per the following, which will go into effect immediately upon ratification by both parties:

- 1. Approve a 4% increase to the Certificated Salary Schedule effective January 1, 2016
- 2. One Time Off Schedule payment for calculation up to December 31, 2015. (Example Attached)
- 3. Approve a 4% increase to the Extra Duty Salary Schedule effective July 1, 2016.
- 4. Add Basketball Cheer Advisor Stipend of \$2024 beginning the 15-16 school year.
- 5. Add 6 Burchfield Site Funded Committee Stipend Positions equal to 50% of a Cluster Leader position beginning the 15-16 school year. The Unit recognizes that if the Site Principal and District decide to eliminate these positions in the future, they have the right to do so.
- 6. Approve adding the CLAD Stipend of \$200 to each step on the salary schedule effective January 1, 2016.
- 7. Approve the Retirement Incentive Program as outlined in the attached document.

The tentative agreement is approved by the parties bargaining representatives and is subject to ratification by the bargaining unit members and the Board of Trustees.

Dated 1/7/15

District Superintendent Dwayne Newman,

Dated 1/7/15

Bobbi Weiglein, CEA Chapter President

## EXAMPLE: Pg 1053 Back to Agend Example of payroll calculation:

Board Meeting		
August 17 to December 31, 2015		
School Days 8	2	
Pre-Service Days	3	
Buy Back Days	2	
8		46.7742%
January 1 to June 3, 2016		
School Days 9	8	
Pre-Service Days 0	)	
Buy Back Days 1	L	
99		<u>53.2258%</u>
Total Days 18	36	100.00%
Annual Salary	\$	74,612.00
Monthly / 11 checks	\$	6,782.91
Pay 46.77% of the year	\$	34,896.03
January 1, 2016 4% Added	\$	74,612.00
Remainder of year is 99 days 53.23%	\$	39,715.97
	Ψ	0,110.71
· ·	4 \$	
Monthly / 6 months	-	
· ·	\$	
Monthly / 6 months Paydate Gro	\$	
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7	\$ oss	
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7	\$ 955 782.91	
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7	\$ 782.91 782.91	
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7	\$ 782.91 782.91 782.91	6,619.33
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7	\$ 782.91 782.91 782.91 782.91 782.91	6,619.33
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7	\$ 2055 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48	6,619.33
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7 1/31/2016 \$ 98 1/31/2016 \$ 6,90	\$ 2055 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48	6,619.33
Monthly / 6 months           Paydate         Gro           8/31/2015         \$ 6,7           9/30/2015         \$ 6,7           10/31/2015         \$ 6,7           10/31/2015         \$ 6,7           11/30/2015         \$ 6,7           12/18/2015         \$ 6,7           1/31/2015         \$ 6,7           1/31/2015         \$ 6,7           2/28/2016         \$ 6,90	\$ 782.91 782.91 782.91 782.91 782.91 782.91 531.48 01.26	6,619.33
Monthly / 6 months           Paydate         Gro           8/31/2015         6,7           9/30/2015         6,7           10/31/2015         6,7           11/30/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           1/31/2016         98           1/31/2016         98           3/31/2016         6,90           3/31/2016         6,90	\$ 782.91 782.91 782.91 782.91 782.91 5 31.48 01.26 001.26	6,619.33
Monthly / 6 months           Paydate         Gro           8/31/2015         \$         6,7           9/30/2015         \$         6,7           10/31/2015         \$         6,7           10/31/2015         \$         6,7           11/30/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           1/31/2016         \$         6,90           2/28/2016         \$         6,90           3/31/2016         \$         6,90           4/30/2016         \$         6,90	\$ 2555 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48 201.26 201.	6,619.33
Monthly / 6 months           Paydate         Grown           8/31/2015         \$         6,7           9/30/2015         \$         6,7           10/31/2015         \$         6,7           11/30/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           1/31/2016         \$         98           1/31/2016         \$         6,90           2/28/2016         \$         6,90           3/31/2016         \$         6,90           4/30/2016         \$         6,90           5/31/2016         \$         6,90	\$ 2555 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 5 31.48 01.26 001.26 001.26 001.26	6,619.33
Monthly / 6 months           Paydate         Grown           8/31/2015         \$         6,7           9/30/2015         \$         6,7           10/31/2015         \$         6,7           11/30/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           1/31/2016         \$         98           1/31/2016         \$         6,90           2/28/2016         \$         6,90           3/31/2016         \$         6,90           4/30/2016         \$         6,90           5/31/2016         \$         6,90	\$ 2555 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48 201.26 201	6,619.33
Monthly / 6 months Paydate Gra 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,7 2/28/2016 \$ 6,9 3/31/2016 \$ 6,9 4/30/2016 \$ 6,9 5/31/2016 \$ 6,9 6/30/2016 \$ 6,9	\$ 782.91 782.91 782.91 782.91 782.91 782.91 5 31.48 01.26 001.26	6,619.33 33,914.55 42,389.04
Monthly / 6 months Paydate Gro 8/31/2015 \$ 6,7 9/30/2015 \$ 6,7 10/31/2015 \$ 6,7 11/30/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,7 12/18/2015 \$ 6,9 2/28/2016 \$ 6,9 3/31/2016 \$ 6,9 4/30/2016 \$ 6,9 5/31/2016 \$ 6,9 5/31/2016 \$ 6,9 6/30/2016 \$ 6,9 5/31/2016 \$ 6,9 5	\$ 2555 2782.91	6,619.33 33,914.55 42,389.04 76,303.59
Monthly / 6 months           Paydate         Gro           8/31/2015         6,7           9/30/2015         6,7           10/31/2015         6,7           11/30/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           1/31/2016         98           1/31/2016         99           3/31/2016         6,90           2/28/2016         6,90           3/31/2016         6,90           3/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90	\$ 2555 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48 201.26 201	6,619.33 33,914.55 42,389.04 76,303.59 74,612.00
Monthly / 6 months           Paydate         Gro           8/31/2015         \$         6,7           9/30/2015         \$         6,7           9/30/2015         \$         6,7           10/31/2015         \$         6,7           11/30/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           12/18/2015         \$         6,7           1/31/2016         \$         6,90           2/28/2016         \$         6,90           3/31/2016         \$         6,90           3/31/2016         \$         6,90           5/31/2016         \$         6,90           5/31/2016         \$         6,90           5/31/2016         \$         6,90           5/31/2016         \$         6,90           6/30/2016         \$         6,90           5/31/2016         \$         6,90           6/30/2016         \$         6,90           5/31/2016         \$         6,90           5/31/2016         \$	\$ 2555 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 2782.91 31.48 201.26 201	6,619.33 33,914.55 42,389.04 76,303.59 74,612.00 \$1,692
Monthly / 6 months           Paydate         Gro           8/31/2015         6,7           9/30/2015         6,7           10/31/2015         6,7           10/31/2015         6,7           11/30/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           1/31/2016         98           1/31/2016         6,90           2/28/2016         6,90           3/31/2016         6,90           3/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90	\$ 782.91 782.91 782.91 782.91 782.91 782.91 5 31.48 01.26 001.26 001.26 001.26 001.26 001.26 5 \$ \$ \$ \$ \$ \$ \$ \$ \$	6,619.33 33,914.55 42,389.04 76,303.59 74,612.00 \$1,692
Monthly / 6 months           Paydate         Grave           8/31/2015         6,7           9/30/2015         6,7           10/31/2015         6,7           10/31/2015         6,7           11/30/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           12/18/2015         6,7           1/31/2016         98           1/31/2016         6,90           2/28/2016         6,90           3/31/2016         6,90           3/31/2016         6,90           5/31/2016         6,90           6/30/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           6/30/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90           5/31/2016         6,90	\$ 782.91 782.91 782.91 782.91 782.91 782.91 5 31.48 01.26 001.26 001.26 001.26 001.26 001.26 5 \$ \$ \$ \$ \$ \$ \$ \$ \$	6,619.33 33,914.55 42,389.04 76,303.59 74,612.00 \$1,692 2.27%

TA	
Certificated Salary In	crease
	1/31/2016
roll also reflects the one tim	end into the schedule beginning
<b>January 1, 2016 - J</b> Annual Salary: Daily:	<b>une 3, 2016</b> \$ 77,796.00 \$ 418.26
School days Pre-Service Days Buy Back Days Total Days To Pay Total Due # months to pay <b>New Monthly</b> January Total	98 0 1 99 \$ 41,407.74 6 <b>\$ 6,901.29</b> \$ 7,885.92
	approved a 4% increase to 200 CLAD Employment Stipe roll also reflects the one tim r 31, 2015.

New Monthly \$ 6,901.29	
Off schedule \$ 984.63	
Deleted Clad Line	

Office Use:

## Revised statement to report correctly

2015-2016 Board Approved Certificated Salary Increase

Employee: 1/31/2016

Description: Schedule and added the \$200 CLAD Employment Stipend into the schedule beginning

Contract Days: 186

Salary Placement: V-16

Example: pg 30f 3 Back to Agenda

#### Off Schedule calculation through 12/31/2015

Annual Salary:	\$	74,612.00	
Daily:	\$	401.14	
School days		82	
Pre-Service Days		3	
Buy Back Days		2	
Total Days Completed	87		
Total Earned	\$	34,899.18	
Minus Actual Paid	\$	(33,914.55)	
Balance	\$	984.63	
Adjustment	\$	(171.07)	
Total off schedule pmt	\$	813.56	

New Salary	<u> </u>	
Annual:	\$	77,796.00
Monthly:	\$	7,072.36

#### January Total \$ 8,056.99

Office Use:

New Monthly \$ 7,072.36 Old Salary Payout \$ 984.63 Deleted Clad Line

#### Colusa Unified School District Personnel Assignment Order 2015-2016 #7

## **EMPLOYMENT, RESIGNATIONS, AND OTHER**

## CERTIFICATED

Employment / Appointments: <u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
Retirement: Michael Phenicie Robert Kirkman III Salli Wallace Barbara Hankins Sue Barrett Craig Richards	Music Teacher Art Teacher 3 <sup>rd</sup> Grade Teacl Nurse Business Teacl Science Teach	ner	88,122 88,122 88,122 \$81,775 \$88,122 \$88,122	6/3/16 6/30/16 6/3/16 6/9/16 6/3/16 6/3/16
Resignation: Rebecca Changus Leaves: Terminated: Non-Reelection: Transfers: (Requests approved by Superinten		Basketball Coach		12/07/15

## **CLASSIFIED**

Employment / Appointments: <u>Name</u> Jamie Lay Tana Loudan	<u>Position</u> Varsity Softball Coach Winter Cheer Advisor	<u>Date</u> 12/7/15 12/7/15
Leaves:		
Resignation: Lila Lemenager Doris Zoller Andrea Torres	BPS Library Clerk BPS Paraeducator BPS ASES Student Aide	1/15/16 6/3/16 12/18/15

Retirement: Increase of Hours: Job transfer: Termination:





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:

December 2015

Issued 12/10/2015: (SUP) Issued 12/18/2015: (EOM) \$ 50,912.30 <u>\$ 734,915.78</u>

Monthly total

\$ 785,828.08

# Associated Student Body Fund Egling Middle School and Colusa High School as of January 4, 2016

## **Colusa High School**

	Colusa High School		
Account	Name of Club		Balance
800	Colusa HS ASB	\$	1,373.09
801	ASB Football Concessions	\$	9,667.11
802	ASB Student Store	\$	1,690.65
811	Art Club	\$	937.44
812	Ashland Shakespeare Trip	\$	1,001.53
820	Block C - Other	\$	-
821	Block C - Baseball	\$	11,551.28
822	Block C - Boys Basketball	\$	2,122.90
823	Block C - Boys Soccer	\$	176.30
824	Block C - Boys Tennis	\$	929.77
825	Block C - Cross Country	\$	(83.62)
826	Block C - Football	\$	(1,470.76)
827	Block C - Girls Basketball	\$	189.62
828	Block C - Girls Soccer	\$	(98.00)
829	Block C - Girls Tennis	\$ \$	126.98
830	Block C - Golf	\$	(42.46)
832	Block C - Softball	\$	816.24
833	Block C - Track and Field	\$	1,590.47
834	Block C - Volleyball	\$	5,364.15
835	Block C - Wrestling	\$	25.00
836	Block C - JV Boys Basketball	\$	5.00
847	Class of 2016	\$	9,712.97
848	Class of 2017	\$	(240.18)
849	Class of 2018	\$	65.94
850	Class of 2019	\$	-
860	COLUS Yearbook	\$	13,026.97
863	CSF	\$	1,496.74
865	FBLA	\$	4,997.72
870	FFA	\$	7,183.86
876	Drama Club	\$	418.62
885	Friday Night Live	ŝ	(182.90)
887	Spanish Club	\$ \$ \$ \$	241.31
888	Spirit Club	ŝ	2,732.15
890	Cooking Club	\$	54.73
892	Science Club	\$	91.52
TOTAL C		<u>\$</u>	
IUTAL		φ	75,472.14
	Egling Middle School	<b>^</b>	
950	Egling MS ASB	\$	2,289.35
955	Club Live	\$	974.75
960	Kids Can Save	\$	75.00
965	Library	\$	385.15
985	Sweatshirts	\$	712.92
990	Yearbook	\$	458.44
995	8th Grade	<u>\$</u> \$	1.30
TOTAL E	EMS .	\$	4,896.91
TOTAL F	UND 95 ASB	\$	80,369.05

## James M. Burchfield Primary School School Accountability Report Card Reported Using Data from the 2014-15 School Year Published During 2015-16

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

#### **About This School**

#### **Contact Information (Most Recent Year)**

School Contact Information				
School Name	James M. Burchfield Primary School			
Street	400 Fremont Street			
City, State, Zip	Colusa, CA 95932			
Phone Number	(530) 458-5853			
Principal	Clair Toth			
E-mail Address	ctoth@colusa.k12.ca.us			
Web Site	colusa.k12.ca.us			
Grades Served	К-3			
CDS Code	06-61598-6003495			

District Contact Information				
District Name	Colusa Unified School District			
Phone Number	(530) 458-7791			
Superintendent	Dwayne Newman			
E-mail Address	dnewman@colusa.k12.ca.us			
Web Site	www.colusa.k12.ca.us			

#### School Description and Mission Statement (Most Recent Year)

James M. Burchfield is the only primary school in the Colusa Unified School District. It serves children in Pre-Kindergarten through third grades. The students, staff and parents of Burchfield Primary School are committed to creating the best possible learning environment for our children.

#### Our Mission

In conjunction with our district mission statement of, "Provide a safe, student-centered, high quality education for ALL students," we at Burchfield Primary School are continually striving to improve our programs and meet the challenging needs of our diverse population. Parents, teachers, and students working as a team offer the best opportunity for success. We are dedicated to helping our students achieve academic excellence, learn respect for themselves and others, and develop a sense of integrity.

#### Student Enrollment by Grade Level (School Year 2014-15)

Grade Level	Number of Students
Kindergarten	124
Grade 1	128
Grade 2	126
Grade 3	104
Total Enrollment	482

#### Student Enrollment by Group (School Year 2014-15)

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	2.7
Asian	1.5
Hispanic or Latino	72.6
Native Hawaiian or Pacific Islander	0.2
White	20.7
Two or More Races	2.1
Socioeconomically Disadvantaged	75.3
English Learners	50
Students with Disabilities	8.7
Foster Youth	0.4

## A. Conditions of Learning

#### **State Priority: Basic**

The SARC provides the following information relevant to the Basic State Priority (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### **Teacher Credentials**

-		District		
Teachers	2013-14	2014-15	2015-16	2015-16
With Full Credential	25	25	25	
Without Full Credential	0	0	0	
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	

#### **Teacher Misassignments and Vacant Teacher Positions**

Indicator	2013-14	2014-15	2015-16
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Core Academic Classes Taught by Highly Qualified Teachers (School Year 2014-15)

	Percent of Classes In Core Academic Subjects				
Location of Classes	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers			
This School	100.0	0.0			
All Schools in District	93.6	6.5			
High-Poverty Schools in District	93.9	6.1			
Low-Poverty Schools in District	66.7	33.3			

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2015-16)

#### Year and month in which data were collected: September 2015

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Macmillan/McGraw-Hill California Treasures 2010	Yes	0%
	ELD: Kdg-3rd Macmillan/McGraw-Hill California Treasures English Language Development 2010		

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Mathematics	The Math Learning Center - Bridges in Mathematics 2015	Yes	0%
Science	cience Delta Education - FOSS Science - 2007		0%
History-Social Science	Scott Foresman - Scott Foresman History-Social Studies, 2007	Yes	0%
Foreign Language	N/A		N/A
Health	N/A		N/A
Visual and Performing Arts	N/A		N/A
Science Laboratory Equipment (grades 9-12)	N/A		N/A

#### School Facility Conditions and Planned Improvements (Most Recent Year)

Burchfield Primary School takes pride in its well maintained campus, employing a full-time custodian to keep up the campus environment, as well as a cleaning crew consisting of 2 part-time custodians that clean each classroom nightly. It is important that the facilities of our school reflect our pride and caring. We have four buildings on campus ranging in age from 51 years old to our latest building constructed in 1976, not to mention 12 portable classrooms as old as 20 years. We strive to maintain clean and beautiful grounds and updated maintenance. In the past five years, the complete heating/air conditioning system has been replaced at our school.

We have 25 classrooms, a library and a cafeteria. Our library has approximately 6,500 books. Each classroom and the library are equipped with Internet access. We have an average of three student computers per classroom.

#### School Facility Good Repair Status (Most Recent Year)

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: October 2015						
Custom la su sta d	R	lepair Statu	us	Repair Needed and		
System Inspected	Good Fair Poor		Poor	Action Taken or Planned		
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	x					
Interior: Interior Surfaces	x					
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X					
Electrical: Electrical	x					
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	x					
Safety: Fire Safety, Hazardous Materials	х					
Structural: Structural Damage, Roofs	х					
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	x					

Year and month in which data were collected: October 2015					
	Exemplary	Good	Fair	Poor	
Overall Rating		х			

## **B. Pupil Outcomes**

#### **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP], Science California Standards Tests); and
- The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

#### California Assessment of Student Performance and Progress Results for All Students (School Year 2014-15)

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)				
	School	District	State		
English Language Arts/Literacy	32	37	44		
Mathematics	37	29	33		

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### CAASPP Assessment Results - English Language Arts (ELA) Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number o	f Students	Percent of Students				
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
All Students	3	105	104	99.0	44	24	21	11
Male	3	105	58	55.2	57	10	19	14
Female	3	105	46	43.8	28	41	24	7
American Indian or Alaska Native	3	105	4	3.8				
Asian	3	105	2	1.9				
Hispanic or Latino	3	105	76	72.4	54	22	20	4
White	3	105	22	21.0	18	32	27	23
Two or More Races	3	105	0	0.0				
Socioeconomically Disadvantaged	3	105	79	75.2	53	25	19	3
English Learners	3	105	45	42.9	60	22	13	4
Students with Disabilities	3	105	15	14.3	93	7	0	0
Students Receiving Migrant Education Services	3	105	2	1.9				
Foster Youth	3							

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### CAASPP Assessment Results - Mathematics Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number o	f Students	Percent of Students				
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
All Students	3	105	104	99.0	38	26	28	9
Male	3	105	58	55.2	40	26	26	9
Female	3	105	46	43.8	35	26	30	9
American Indian or Alaska Native	3	105	4	3.8				
Asian	3	105	2	1.9				
Hispanic or Latino	3	105	76	72.4	46	28	24	3
White	3	105	22	21.0	9	27	41	23
Two or More Races	3	105	0	0.0				
Socioeconomically Disadvantaged	3	105	79	75.2	44	30	23	3
English Learners	3	105	45	42.9	62	22	13	2
Students with Disabilities	3	105	15	14.3	73	20	7	0
Students Receiving Migrant Education Services	3	105	2	1.9				
Foster Youth	3							

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### California Standards Tests for All Students in Science (Three-Year Comparison)

					coring at P eeding the				
Subject		School			District			State	
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
Science (grades 5, 8, and 10)				51	49		59	60	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Standards Tests Results by Student Group in Science (School Year 2014-15)

Student	Percent of Students Scoring at		
Group	Proficient or Advanced		
Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical			

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Physical Fitness Test Results (School Year 2014-15)

Grade	Percei	nt of Students Meeting Fitness Star	dards
Level	Four of Six Standards	Five of Six Standards	Six of Six Standards

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

### C. Engagement

#### **State Priority: Parental Involvement**

The SARC provides the following information relevant to the Parental Involvement State Priority (Priority 3):

Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### **Opportunities for Parental Involvement (Most Recent Year)**

Parents are encouraged to participate in all school activities and to communicate with teachers and administrators regularly. Parent conferences are held at the end of the first trimester for every student. Burchfield Primary School has a very active Parent Club that promotes many activities, a School Site Council, and a fully functioning English Learner Advisory Council. Parents participate in several activities that are coordinated by parents that include student involvement. Our school also encourages parental involvement in the classroom as well as throughout our school. We hold an annual Back to School Night in the fall, an annual Open House in the spring, winter and spring student music performances, family nights with entertainment and two book fairs, parent curriculum information nights, and student achievement assemblies at the end of each trimester.

#### **State Priority: School Climate**

The SARC provides the following information relevant to the School Climate State Priority (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and E	xpulsions							
		School			District			State
Rate	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14
Suspensions	0.00	0.00	0.39	0.88	3.50	9.97	5.07	4.36
Expulsions	0.00	0.00	0.00	0.38	0.31	0.00	0.13	0.10

#### Sus

#### School Safety Plan (Most Recent Year)

Student safety is one of the highest priorities at Burchfield Primary School. We have a closed campus and all visitors are required to report to the office for permission to be on campus and to receive a visitor's badge. All staff on campus are asked to wear school ID badges. Students are expected to remain on campus during school hours. Campus supervision is provided from 8:00-8:13 before school, during school recesses, and at school dismissal from 2:15-2:25. First aid kits are carried by yard duty personnel and taken on all field trips.

The fire and police respond to emergencies within minutes.

Our school safety plan was last updated in August of 2012. It includes procedures for emergencies such as fire, earthquake, bomb threat, chemical spills, flood, etc. Earthquake and Safety drills are practiced twice annually, while fire drills are conducted monthly. In addition, the district has adopted the Standard Response Protocol The premise of SRP is simple - there are four specific actions that can be performed during an incident. When communicating these actions, the action is labeled with a "Term of Art" and is then followed by a "Directive." Execution of the action is performed by active participants, including students, staff, teachers and first responders.

2014-15 3.80

0.09

#### **D. Other SARC Information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Adequate Yearly Progress Overall and by Criteria (School Year 2014-15)

AYP Criteria	School	District	State
Made AYP Overall	Yes	No	Yes
Met Participation Rate: English-Language Arts	Yes	No	Yes
Met Participation Rate: Mathematics	Yes	Yes	Yes
Met Percent Proficient: English-Language Arts	N/A	N/A	N/A
Met Percent Proficient: Mathematics	N/A	N/A	N/A
Met Attendance Rate	Yes	Yes	Yes
Met Graduation Rate	N/A	Yes	Yes

#### Federal Intervention Program (School Year 2015-16)

Indicator	School	District
Program Improvement Status	In Pl	In Pl
First Year of Program Improvement	2009-2010	2011-2012
Year in Program Improvement*	Year 5	Year 3
Number of Schools Currently in Program Improvement	N/A	3
Percent of Schools Currently in Program Improvement	N/A	75.0

Note: Cells with N/A values do not require data.

#### Average Class Size and Class Size Distribution (Elementary)

		201	2-13		2013-14				2014-15			
Grade	Avg.	Num	nber of Cla	sses	Avg.	Nun	nber of Cla	sses	Avg.	Num	nber of Cla	sses
Level	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+
к	23	1	5		21	1	6		21	1	5	
1	23		5		22		6		21	1	5	
2	23		4		23		5		21	1	5	
3	23		5		22	1	3		21	1	4	

Note: Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### Academic Counselors and Other Support Staff (School Year 2014-15)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0.5	458
Counselor (Social/Behavioral or Career Development)		N/A
Library Media Teacher (Librarian)		N/A
Library Media Services Staff (Paraprofessional)	1	N/A
Psychologist	0.4	N/A
Social Worker		N/A
Nurse	0.4	N/A
Speech/Language/Hearing Specialist	1	N/A
Resource Specialist	1	N/A
Other	1	N/A

Note: Cells with N/A values do not require data. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2013-14)

		Expenditures Per Pupil				
Level	Total	Supplemental/ Restricted	Basic/ Unrestricted	Teacher Salary		
School Site	\$8,269	\$3,153	\$5,116	\$57,664		
District	N/A	N/A	\$5,534	\$63,189		
Percent Difference: School Site and District	N/A	N/A	-7.6	-8.7		
State	N/A	N/A	\$5,348	\$59 <i>,</i> 460		
Percent Difference: School Site and State	N/A	N/A	-4.3	-3.0		

Note: Cells with N/A values do not require data.

#### Types of Services Funded (Fiscal Year 2014-15)

- Instructional Assistants: Small reading group instruction for struggling readers.
- Bilingual Instructional Assistants: Small reading group instruction for struggling readers and ELD development.
- Library Services: Students are provided a library section each week for a Language Arts lesson, as well as offering open library to provide opportunities to check out books throughout the week.
- Spanish Literature Section in our school library is provided.
- School Nurse: A school nurse is provided two days a week for direct student services and record keeping.
- Academic Counselor: A 50% counselor daily to assist students with academics, attendance, and personal support or group lessons e.g. life skills.
- Reading Specialist: A full time specialist that supervises the intervention program as well as providing direct small group instruction to struggling readers.
- Gifted and Talented Program: Additional learning services for advanced learners during daily universal access/enrichment block.

Teacher and Administrative Salaries (Fiscal Year 2013-14)					
Category	District Amount	State Average for Districts In			
Beginning Teacher Salary	\$44,076	\$38,953			
Mid-Range Teacher Salary	\$53,985	\$57,103			
Highest Teacher Salary	\$78,091	\$74,127			
Average Principal Salary (Elementary)	\$102858	\$90,225			
Average Principal Salary (Middle)	\$94,020	\$98,146			
Average Principal Salary (High)	\$128,750	\$97,758			
Superintendent Salary	\$128,750	\$117,803			
Percent of Budget for Teacher Salaries	37%	34%			

#### Tea

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/.

#### **Professional Development (Most Recent Three Years)**

Percent of Budget for Administrative Salaries

The district has increased its effort in providing teachers with additional training needed to keep abreast of the changes in education. Staff development activities are organized at three levels. The district level focuses on implementation and monitoring of high quality instruction. Consultants have been hired in math and language arts to assist with pacing guides, assessments and engagement techniques and further training for teaching EL students and implementing the new Common Core Standards. Each school designs staff development activities to meet specific needs of staff at their school and each teacher develops a personal plan for professional growth. Teachers are encouraged to attend conferences and workshops, which address specific needs of the District, school or teacher. For example, some of the workshops various members of our staff attended include Common Core Standards, writing instruction, teaching strategies for ELD students, positive classroom management, high quality instruction, and response to intervention. The Beginning Teacher Support and Assessment Programs are provided for new teachers. The focus of their in-service is on effective teacher strategies and peer coaching.

5%

Same Category

7%

## George T. Egling Middle School School Accountability Report Card Reported Using Data from the 2014-15 School Year Published During 2015-16

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

## **About This School**

#### **Contact Information (Most Recent Year)**

School Contact Information				
School Name	George T. Egling Middle School			
Street	813 Webster Street			
City, State, Zip	Colusa, CA 95932			
Phone Number	(530) 458-7631			
Principal	Jody Johnston			
E-mail Address	jjohnston@colusa.k12.ca.us			
Web Site	https://egling-colusausd-ca.schoolloop.com/			
Grades Served	4-8			
CDS Code	06-61598-6057152			

Back to Agenda			
District Contact Info	District Contact Information		
District Name	Colusa Unified School District		
Phone Number	(530) 458-7791		
Superintendent	Dwayne Newman		
E-mail Address	dnewman@colusa.k12.ca.us		
Web Site	www.colusa.k12.ca.us		

#### School Description and Mission Statement (Most Recent Year)

Colusa Community - -Situated along the Sacramento River, Colusa is a quiet and serene community. Colusa County is one of the original 27 California counties created in 1850. Located along the Pacific Flyway, this city is 120 miles north of San Francisco, and 69 miles northwest of Sacramento. The city benefits from an excellent location, with Interstate 5, the major northwest transportation quarter for the West Coast, passing within nine miles of the city. Much of the land area around the city is devoted to agriculture-the primary economic activity and major source of commerce and employment.

Colusa Unified School District--The district consists of three comprehensive schools: Colusa High School, Egling Middle School and Burchfield Primary School. Additionally, to meet the needs of those who wish an alternative to these schools the district offers the Colusa Alternative Home School which assists families with the desire to educate children at home and Colusa Alternative High school which assists students in completing deficient credits. The Burchfield Primary School's mascot is the BraveHawks, the Egling Middle School's mascot is the RiverHawks and Colusa High School's is the RedHawks.

Egling Middle School serves 510 students in grades 4th-8th. Egling Middle School has a number of special programs offered to students, including a 4th-8th grade After-School Program, GATE, Leadership Classes, Choir, Band, Language Development classes, and 6th grade involvement in environmental education school at Shady Creek. A variety of sports are offered at 7th and 8th grade students including girls and boys basketball, girls volley ball, girls and boys soccer. 7th and 8th grade students may hold Associated Student Body Offices. California Junior Scholarship Federation (CJSF) and Club Live are also offered.

Egling Middle School Staff--Credentialed staff includes 29 full-time teachers including 4 special education teachers, 1 principal, 1 vice principal, 1 reading specialist, 1 counselor 1 speech teacher, and 1 part time school psychologist. Classified staff includes 1 administrative secretary, 1 attendance clerk, 1 after school program director, 2 EL instructional assistants, 4 instructional assistants, 5 special education instructional assistants, 1 library aide, 4 duty supervisors, 5 cafeteria and 3.5 custodial staff members.

The Egling Middle School community works cooperatively and continuously to fulfill our mission. High Expectations are set for all students to maximize their potential. All students have the ability to learn and no student has the right to fail. Students needing help in achieving the Common Core State Standards receive support from the entire community. The school environment is safe, positive and caring. The environment supports the uniqueness of upper elementary and middle school students. Students are respected and valued by the school community. All students are engaged in a rigorous, Common Core State Standards based curriculum. Strong exploratory and enrichment activities help students learn to make informed decisions. Instruction is differentiated to meet the learning needs of students with a wide range of abilities, allowing them to build upon their personal strengths. The school community understands and appreciates the diversity of our students in their talents, personal characteristics, language backgrounds, ethnic or racial heritage and cultural traditions.

Graduation Requirements -- Egling Middle School has a trimester grading system. Students receive grade reports at 6 week, 9 week and 12 week periods. Parents may access students' grades and assignments on line through our grade reporting system, School Loop. Parent conferences are held in October for our 4th - 6th grade students as well as on a when needed basis. 7th and 8th grade students and parents at Egling Middle School meet our academic counselor and teachers as needed throughout the year. 7th and 8th grade students must not receive more than three F grades within the year. They also may not receive two F grades in the same subject within the year. A tutoring and grade make up session is offered through our After School Program. A summer school program is offered.

Academic Achievement -- 99% of the Egling Middle School 8th grade class of 2015 graduated.

Daily Schedule: School begins at 8:13. 4th - 6th grades' day ends at 2:30. 7th and 8th grades' day ends at 2:45. 7th and 8th graders have a Block Schedule with an alternating 8 period schedule. Odd numbered classes are offered on Monday, Thursday. Even numbered classes are offered on Tuesday and Friday. All classes are offered on Wednesday. 7th and 8th graders rotate through teacher taught enrichment classes. during 9th period.

Mission- Colusa Unified School District's mission to provide a safe, student-centered, high quality education for ALL students.

Vision - Colusa Unified School District's mission is to provide, in cooperation with our families, an excellent, well balanced education where all students gain skills necessary for success in an ever changing world.

**Guiding Principles -**

\* Egling Middle School is a professional learning community dedicated to the success of all students. A professional and caring staff along with responsible and respectful students are essential components of our success.

\*Egling Middle School is a place where the school community empowers students to develop their skills and talents.

\*High Expectations: are set for all students to maximize their potential. All students have the ability to learn and no student has the right to fail. Students who need help in achieving the standards receive support from the entire community.

\*Positive and Caring School Community : The school environment is safe, positive and caring it supports the uniqueness of upper elementary and middle school students. Students are respected and valued by the school community.

\*Quality Curriculum: All students are engaged in a rigorous, standards-based curriculum. Strong exploratory and enrichment activities help students learn to make informed decisions.

\*Meeting Diverse Abilities and Cultural Needs: Instruction is differentiated to meet the learning needs of students with a wide range of abilities, allowing them to build upon their personal strengths. The school community understands and appreciates the diversity of our students in their talents, personal characteristics, language backgrounds, ethnic or racial heritage and cultural traditions.

#### Student Enrollment by Grade Level (School Year 2014-15)

Grade Level	Number of Students
Grade 4	81
Grade 5	110
Grade 6	100
Grade 7	115
Grade 8	102
Total Enrollment	508

#### Student Enrollment by Group (School Year 2014-15)

Student Group	Percent of Total Enrollment
Black or African American	0.6
American Indian or Alaska Native	2.4
Asian	1
Hispanic or Latino	70.5
Native Hawaiian or Pacific Islander	0.4
White	24.4
Two or More Races	0.6
Socioeconomically Disadvantaged	75.2
English Learners	27.8
Students with Disabilities	16.5
Foster Youth	0.4

#### A. Conditions of Learning

#### **State Priority: Basic**

The SARC provides the following information relevant to the Basic State Priority (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### **Teacher Credentials**

-	School			District
Teachers	2013-14	2014-15	2015-16	2015-16
With Full Credential	24	23	24	
Without Full Credential	0	1	0	
Teaching Outside Subject Area of Competence (with full credential)	0	1	1	

#### **Teacher Misassignments and Vacant Teacher Positions**

Indicator	2013-14	2014-15	2015-16
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments *	0	0	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Core Academic Classes Taught by Highly Qualified Teachers (School Year 2014-15)

leasting of Classes	Percent of Classes In Core Academic Subjects			
Location of Classes	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers		
This School	93.8	6.2		
All Schools in District	93.6	6.5		
High-Poverty Schools in District	93.9	6.1		
Low-Poverty Schools in District	66.7	33.3		

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2015-16)

#### Year and month in which data were collected: October 2015

Updated and readily available resources are important if students are to perform at their best in class. The State of California adopts textbooks that meet quality standards established by the State Board of Education. The Colusa Unified School District selects textbooks and other instructional materials from these state adoptions. Subjects are reviewed on a seven-year cycle. All of the textbooks currently in use meet these standards. They were selected to match the needs of Egling students by a Task Force comprised of teachers and administrators and approved by the State Board of Education. Egling is currently transitioning to meet the Common Core State Standard expectations.

All students have state adopted texts and state approved intervention programs are being implemented.

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy	
Reading/Language Arts	4th-6th gr.: California Treasurers, Macmillan/McGraw Hill, 2010 7th-8th gr.: Holt Literature, Holt McDougal, 2010 California Spelling Lessons and Activities 4th-8th gr. ELD: Language! Sopris West - 2004	Yes	0%	
Mathematics	4th-5th gr.: Bridges in Mathematics, The math Learning Center 2014	Yes	0%	
	6th-8th gr: Connected Mathematics 3, Pearson Education Inc. 2014			
	7th UCLA Algebra Readiness - Center for Mathematics and Teaching 2008			
	8th gr.: Integrated I - Carnegie Learning 2014			
Science	4th-5th gr: Delta Education Science - FOSS Science - 2007 6th gr.: Earth Science, Prentice Hall - 2008 7th gr.: Life Science, Prentice Hall - 2008 8th gr.: Physical Science, Prentice Hall - 2008	Yes	0%	
History-Social Science	4th-5th gr.: California Vistas, Macmillan/McGraw Hill - 2007 6th gr.: History Alive! , Curriculum Institute - 2006 7th gr.: Medieval World and Beyond, Curriculum Institute - 2006 8th gr.: U.S. Through Industrialization, Curriculum Institute - 2006	Yes	0%	
Foreign Language	N/A		N/A	
Health	N/A		N/A	
Visual and Performing Arts	N/A		N/A	
Science Laboratory Equipment (grades 9-12)	N/A		N/A	

#### School Facility Conditions and Planned Improvements (Most Recent Year)

It is important that the facilities at our school reflect our pride and caring. We strive to maintain clean and beautiful grounds. Buildings and grounds receive regular maintenance. The district provides Egling 3 full time day custodian and 1 part time custodians to meet our facility needs.

The Director of Maintenance and administrators identify long-term maintenance needs and determine when to schedule necessary repairs. Work identified as a major repair is handled through a district work-order process. Site custodians do minor repairs and maintenance such as painting and furniture upkeep. Emergency repairs are given highest priority. The administrators work with the custodial staff to develop a cleaning schedule to ensure a clean and safe school.

#### School Facility Good Repair Status (Most Recent Year)

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: October 12, 2015						
	Repair Status			Repair Needed and		
System Inspected	Good Fair P		Poor	Action Taken or Planned		
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	х					
Interior: Interior Surfaces	x					
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	х					
Electrical: Electrical	х					
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	х					
Safety: Fire Safety, Hazardous Materials	х					
Structural: Structural Damage, Roofs	х					
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Х					

#### **Overall Facility Rating (Most Recent Year)**

Year and month in which data were collected: October 12, 2015					
Oursell Batting	Exemplary	Good	Fair	Poor	
Overall Rating		х			

#### **B. Pupil Outcomes**

#### **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP], Science California Standards Tests); and
- The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

#### California Assessment of Student Performance and Progress Results for All Students (School Year 2014-15)

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)			
	School	District	State	
English Language Arts/Literacy	35	37	44	
Mathematics	29	29	33	

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### Back to Agenda CAASPP Assessment Results - English Language Arts (ELA) Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number o	f Students		School Year 2014-15) Percent of Students					
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded		
All Students	4	83	82	98.8	46	28	20	6		
	5	108	103	95.4	47	24	23	6		
	6	99	99	100.0	35	27	32	5		
	7	114	114	100.0	34	27	35	4		
	8	96	94	97.9	31	24	38	6		
Male	4	83	36	43.4	56	31	11	3		
	5	108	57	52.8	53	26	16	5		
	6	99	55	55.6	49	18	27	5		
	7	114	61	53.5	46	23	30	2		
	8	96	46	47.9	37	28	28	7		
Female	4	83	46	55.4	39	26	26	9		
	5	108	46	42.6	39	22	33	7		
	6	99	44	44.4	18	39	39	5		
	7	114	53	46.5	21	32	42	6		
	8	96	48	50.0	25	21	48	6		
Black or African American	6	99	1	1.0						
	7	114	1	0.9						
American Indian or Alaska Native	4	83	2	2.4						
	5	108	4	3.7						
	6	99	1	1.0						
	7	114	3	2.6						
	8	96	1	1.0						
Asian	4	83	2	2.4						
	5	108	2	1.9						
	7	114	1	0.9						
	8	96	1	1.0						
Hispanic or Latino	4	83	62	74.7	52	27	16	5		
	5	108	69	63.9	57	22	16	6		
	6	99	70	70.7	39	31	26	4		
	7	114	76	66.7	42	30	25	3		
	8	96	68	70.8	40	26	31	3		
Native Hawaiian or Pacific	6	99	1	1.0						
Islander	8	96	1	1.0						
White	4	83	15	18.1	20	33	33	13		
	5	108	25	23.1	20	32	40	8		
	6	99	26	26.3	31	12	50	8		

	Number of Students         Percent of Students							
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
	7	114	31	27.2	23	19	55	3
	8	96	23	24.0	9	17	57	17
Two or More Races	4	83	1	1.2				
	5	108	3	2.8				
	7	114	1	0.9				
Socioeconomically Disadvantaged	4	83	61	73.5	52	25	20	3
	5	108	86	79.6	52	22	20	6
	6	99	74	74.7	39	31	26	4
	7	114	83	72.8	40	31	27	2
	8	96	65	67.7	38	29	29	3
English Learners	4	83	31	37.3	68	26	6	0
	5	108	40	37.0	75	15	8	3
	6	99	22	22.2	64	36	0	0
	7	114	25	21.9	64	32	4	0
	8	96	19	19.8	79	16	5	0
Students with Disabilities	4	83	12	14.5	83	8	8	0
	5	108	21	19.4	81	10	10	0
	6	99	15	15.2	80	13	7	0
	7	114	14	12.3	86	14	0	0
	8	96	16	16.7	94	6	0	0
Students Receiving Migrant	4	83	4	4.8				
Education Services	5	108	5	4.6				
	6	99	6	6.1				
	7	114	4	3.5				
	8	96	5	5.2				
Foster Youth	4							
	5							
	6							
	7							
	8							

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### Back to Agenda CAASPP Assessment Results - Mathematics Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

Disaggregated by Student Groups, (			f Students	•	Percent of Students					
Student Group	Grade		Tested	Tested	Standard	Standard	Standard	Standard		
All 0: 1 ·					Not Met	Nearly Met	Met	Exceeded		
All Students	4	83	82	98.8	27	41	29	2		
	5	108	103	95.4	51	31	13	5		
	6	99	99	100.0	44	37	10	8		
	7	114	114	100.0	39	27	15	18		
	8	96	94	97.9	47	10	17	27		
Male	4	83	36	43.4	36	39	22	3		
	5	108	57	52.8	49	37	5	9		
	6	99	55	55.6	42	42	7	9		
	7	114	61	53.5	41	26	15	18		
	8	96	46	47.9	50	7	13	30		
Female	4	83	46	55.4	20	43	35	2		
	5	108	46	42.6	54	24	22	0		
	6	99	44	44.4	48	32	14	7		
	7	114	53	46.5	38	28	15	19		
	8	96	48	50.0	44	13	21	23		
Black or African American	6	99	1	1.0						
	7	114	1	0.9						
American Indian or Alaska Native	4	83	2	2.4						
	5	108	4	3.7						
	6	99	1	1.0						
	7	114	3	2.6						
	8	96	1	1.0						
Asian	4	83	2	2.4						
	5	108	2	1.9						
	7	114	1	0.9						
	8	96	1	1.0						
Hispanic or Latino	4	83	62	74.7	29	44	26	2		
	5	108	69	63.9	59	25	13	3		
	6	99	70	70.7	50	36	7	7		
	7	114	76	66.7	50	29	11	11		
	8	96	68	70.8	57	7	18	18		
Native Hawaiian or Pacific Islander	6	99	1	1.0						
	8	96	1	1.0						
White	4	83	15	18.1	7	40	53	0		
	5	108	25	23.1	20	56	12	12		
	6	99	26	26.3	27	42	19	12		

		Number of Students         Percent of Students							
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	
	7	114	31	27.2	19	19	26	35	
	8	96	23	24.0	17	17	13	52	
Two or More Races	4	83	1	1.2					
	5	108	3	2.8					
	7	114	1	0.9					
Socioeconomically Disadvantaged	4	83	61	73.5	30	48	21	2	
	5	108	86	79.6	56	28	14	2	
	6	99	74	74.7	46	36	9	8	
	7	114	83	72.8	45	34	12	10	
	8	96	65	67.7	57	9	14	20	
English Learners	4	83	31	37.3	35	52	13	0	
	5	108	40	37.0	83	15	3	0	
	6	99	22	22.2	73	27	0	0	
	7	114	25	21.9	80	16	4	0	
	8	96	19	19.8	95	0	0	5	
Students with Disabilities	4	83	12	14.5	67	25	8	0	
	5	108	21	19.4	86	14	0	0	
	6	99	15	15.2	60	40	0	0	
	7	114	14	12.3	100	0	0	0	
	8	96	16	16.7	100	0	0	0	
Students Receiving Migrant	4	83	4	4.8					
Education Services	5	108	5	4.6					
	6	99	6	6.1					
	7	114	4	3.5					
	8	96	5	5.2					
Foster Youth	4								
	5								
	6								
	7								
	8								

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### Back to Agenda California Standards Tests for All Students in Science (Three-Year Comparison)

		Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)									
Subject	School				District		State				
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15		
Science (grades 5, 8, and 10)	55	55 51 43 51 48 45 59 60 56									

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Standards Tests Results by Student Group in Science (School Year 2014-15)

Student Group	Percent of Students Scoring at Proficient or Advanced
All Students in the LEA	45
All Students at the School	43
Male	39
Female	47
American Indian or Alaska Native	
Asian	
Hispanic or Latino	34
Native Hawaiian or Pacific Islander	
White	67
Two or More Races	
Socioeconomically Disadvantaged	13
English Learners	13
Students with Disabilities	37
Students Receiving Migrant Education Services	
Foster Youth	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Physical Fitness Test Results (School Year 2014-15)

Grade	Percent of Students Meeting Fitness Standards									
Level	Four of Six Standards	Five of Six Standards	Six of Six Standards							
5	21.80	21.80	10.90							
7	16.10	17.90	27.70							

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## **C. Engagement**

## **State Priority: Parental Involvement**

The SARC provides the following information relevant to the Parental Involvement State Priority (Priority 3):

• Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### **Opportunities for Parental Involvement (Most Recent Year)**

Parent involvement opportunities include the Art Docent Program, field trip chaperones, classroom volunteers, fund-raising, School Site Council, Parent Club, English Language Advisory Committee (ELAC), District English Language Advisory Committee (DELAC), Friends of Music, Club Live and many sport related opportunities. Local organizations and businesses support our activities throughout the year.

Egling Middle School has an active Parent Club which meets monthly. Parent club is actively involved in fund raising and in educational activities. Our parent club facilitates opportunities for parents to become involved in our school activities and programs.

Parents are encouraged to use our on-line student ionformation system, School Loop, which allows parents to monitor their student's progress. Teachers, administrators and our counselor contact parents to discuss successes and areas of concern regarding student's academics and behavior. They work together to develop strategies to benefit students.

A weekly bulletin is emailed home to inform parents of upcoming events. A school news letter is sent home monthly.

Parents are contacted and encouraged to attend our monthly 4th - 6th grade achievement assemblies and trimester Honor Roll Nights.

Parent education nights are offered throughout the year.

For more information on how to become involved, contact (530) 458-7631.

## **State Priority: School Climate**

The SARC provides the following information relevant to the School Climate State Priority (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

#### **Suspensions and Expulsions**

Data		School			District		State			
Rate	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	
Suspensions	2.17	6.83	11.42	0.88	3.50	9.97	5.07	4.36	3.80	
Expulsions	0.36	0.00	0.00	0.38	0.31	0.00	0.13	0.10	0.09	

#### School Safety Plan (Most Recent Year)

School safety is the highest priority at our school. Egling Middle School has a closed campus policy and all visitors are required to report to the office for permission to be on campus and receive a visitor's badge. All staff on campus wear school ID badges. We provide adequate adult supervision for the cafeteria, playground, and other areas immediately before and after school. The principal, vice principal and counselor regularly assist with student supervision. Our After School Program is offered to all 4th - 8th grade students and runs at capacity. The program includes homework assistance, a healthy snack and extracurricular activities. The program supervises students from the end of the regular school day until 6:00 p.m.

The School Safety plan is updated annually in accordance with Senate Bill 187. The key elements of the plan include traumatic incidents, imminent danger procedure, evacuation/relocation procedure, civil defense/disorder, bomb threat/bomb emergency, earthquake, chemical spill, crime in progress, and fire/explosion. Drills are practiced monthly. The staff participates in emergency scenarios in order to maintain decision-making and communication procedures for a given emergency.

In conjunction with our District Attorney's Office all students are provided with internet safety training. The Colusa Probation Department facilitates our 7th and 8th grade Girls' Circle program. The Sherriff's Department provides the Drug Awareness and Resistance Education (DARE) for our 5th Graders and Students Working Against Tobacco (SWAT) for our 4th grade students. Egling Middle School has random visits from Inter-quest Detection Canines.

# **D. Other SARC Information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

AYP Criteria	School	District	State
Made AYP Overall	Yes	No	Yes
Met Participation Rate: English-Language Arts	Yes	No	Yes
Met Participation Rate: Mathematics	Yes	Yes	Yes
Met Percent Proficient: English-Language Arts	N/A	N/A	N/A
Met Percent Proficient: Mathematics	N/A	N/A	N/A
Met Attendance Rate	Yes	Yes	Yes
Met Graduation Rate	N/A	Yes	Yes

#### Adequate Yearly Progress Overall and by Criteria (School Year 2014-15)

#### Federal Intervention Program (School Year 2015-16)

Indicator	School	District
Program Improvement Status	In Pl	In Pl
First Year of Program Improvement	2006-2007	2011-2012
Year in Program Improvement*	Year 5	Year 3
Number of Schools Currently in Program Improvement	N/A	3
Percent of Schools Currently in Program Improvement	N/A	75.0

Note: Cells with N/A values do not require data.

#### Average Class Size and Class Size Distribution (Elementary)

		201	2-13			201	3-14		2014-15				
Grade	Avg.	Number of Classes		sses	Avg.	Nun	nber of Cla	sses	Avg.	Number of Classes			
Level	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+	
4	25		8		22	7	17		19	14	7		
5	34	1	12	2	29	4	20	2	21	17	15	2	
6	25	2	10	1	24	6	19	3	24	5	22	2	
Other					17	1	2						

Note: Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### Back to Agenda Average Class Size and Class Size Distribution (Secondary)

		2012-13				2013-14				2014-15			
Subject	Avg.	Numb	er of Clas	srooms	Avg.	Numb	er of Clas	srooms	Avg.	Numb	er of Clas	srooms	
	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+	
English	22	3	6		22	5	5		23	4	5	1	
Mathematics	24	3	5		24	2	7		26	2	6		
Science	25	3	5		25	1	7		27	2	5	1	
Social Science	25	3	5		25	2	6		27	1	7		

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

#### Academic Counselors and Other Support Staff (School Year 2014-15)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor	
Academic Counselor	0.50	510	
Counselor (Social/Behavioral or Career Development)		N/A	
Library Media Teacher (Librarian)		N/A	
Library Media Services Staff (Paraprofessional)	1	N/A	
Psychologist	0.4	N/A	
Social Worker		N/A	
Nurse	0.4	N/A	
Speech/Language/Hearing Specialist	0.5	N/A	
Resource Specialist	1	N/A	
Other		N/A	

Note: Cells with N/A values do not require data. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2013-14)

		Average		
Level	Total	Supplemental/ Restricted	Basic/ Unrestricted	Teacher Salary
School Site	\$7,720	\$2,327	\$5,393	\$57,577
District	N/A	N/A	\$5,534	\$63,189
Percent Difference: School Site and District	N/A	N/A	-2.5	-6.9
State	N/A	N/A	\$5,348	\$59 <i>,</i> 460
Percent Difference: School Site and State	N/A	N/A	-2.6	-1.8

Note: Cells with N/A values do not require data.

#### Types of Services Funded (Fiscal Year 2014-15)

- Title 1 Reading Intervention: Small reading group instruction for struggling readers.
- Services for English Learners: English Language Development and classroom assistance provided.
- Computer Labs (2) and Class sets of Chrome Books (3): Updated computers provided for computer applications and programs such as typing, Accelerated Reader and Accelerated Math.
- After School Tutoring in Reading and Math: A tutoring component is part of our After School Safety and Enrichment Program (ASES). 7-8th Students can make up failing grades during (ASES).

#### Back to Agenda Teacher and Administrative Salaries (Fiscal Year 2013-14)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,076	\$38,953
Mid-Range Teacher Salary	\$59,165	\$57,103
Highest Teacher Salary	\$78,091	\$74,127
Average Principal Salary (Elementary)	\$109,030	\$90,225
Average Principal Salary (Middle)	\$100,661	\$98,146
Average Principal Salary (High)	\$114,639	\$97,758
Superintendent Salary	\$136,475	\$117,803
Percent of Budget for Teacher Salaries	39%	34%
Percent of Budget for Administrative Salaries	7%	7%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/.

#### **Professional Development (Most Recent Three Years)**

The district has increased its efforts in providing teachers with additional training needed to keep abreast of the changes in education. Staff development activities and training include implementation of Common Core aligned math materials at all grade levels. Teachers work with a math consultant from the Northern California Math Project throughout the year. Reading Specialist works with teachers in language arts to refine teaching and curriculum. Additional training has been provided to 4th - 6th grade teachers in the Language! intervention program, Reciprocal Teaching and Peer Assisted Learning Strategies. Our 7th and 8th grade science teachers have attended Next Generation Science Standards workshops. Our district has implemented teacher professional learning time every Wednesday afternoon where students are excused 30 minutes early and teachers have additional time to collaborate on instructional and curricular needs. We also have three training days before school that provide teachers with additional skills in technology, curriculum and effective teaching strategies. Currently the District is preparing a district wide professional development plan for multiple years.

# Colusa High School School Accountability Report Card Reported Using Data from the 2014-15 School Year Published During 2015-16

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

#### **Contact Information (Most Recent Year)**

School Contact Info	School Contact Information		
School Name	Colusa High School		
Street	901 Colusa Avenue		
City, State, Zip	Colusa, CA 95932		
Phone Number	(530) 458-2156		
Principal	Darren Brown		
E-mail Address	dbrown@colusa.k12.ca.us		
Web Site	www.colusahigh,org		
Grades Served	9-12		
CDS Code	06-61598-0631259		

I.1.I.

District Contact Information		
District Name	Colusa Unified School District	
Phone Number	(530) 458-7791	
Superintendent	Dwayne Newman	
E-mail Address	dnewman@colusa.k12.ca.us	
Web Site	www.colusa.k12.ca.us	

#### School Description and Mission Statement (Most Recent Year)

Welcome to Colusa High School and its many rich traditions which reach back over 100 years. The Colusa school community works cooperatively and continuously to fulfill our mission: Colusa High School is committed to the belief that all students can learn and should have the opportunity to achieve academic and co-curricular success. Our high school holds high academic expectations for all students. We believe that high expectations for behavior and attendance lead to higher achievement. We value cultural diversity and welcome community involvement in all school programs.

Located in the rural, agricultural city of Colusa on the Sacramento River, CHS serves 380 students in grades 9-12 through our comprehensive secondary programs (college preparatory, School to Career, pre-vocational). Of the 70 students graduating in the Class of 2015, 23% (16) are attending a four year college, 64% (45) are attending a California Community College, 7% (5) enlisted in the Armed Forces, and 3% (2) enrolled in trade schools.

Colusa High School is fully accredited by the Western Association of Schools and Colleges, having been awarded a six year term of accreditation with a three year review, in June of 2009.

It is a goal of Colusa High School that students are prepared to partake in post-secondary education and/or training, or to enter the workforce.

#### Student Enrollment by Grade Level (School Year 2014-15)

Grade Level	Number of Students
Grade 9	103
Grade 10	101
Grade 11	90
Grade 12	77
Total Enrollment	371

#### Student Enrollment by Group (School Year 2014-15)

Student Group	Percent of Total Enrollment
American Indian or Alaska Native	2.4
Asian	1.1
Filipino	0.3
Hispanic or Latino	60.1
Native Hawaiian or Pacific Islander	0.5
White	35.6
Socioeconomically Disadvantaged	60.1
English Learners	14
Students with Disabilities	10.2
Foster Youth	0.8

# A. Conditions of Learning

## **State Priority: Basic**

The SARC provides the following information relevant to the Basic State Priority (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### **Teacher Credentials**

Tankan	School			District
Teachers	2013-14	2014-15	2015-16	2015-16
With Full Credential	18	18		
Without Full Credential	0	0		
Teaching Outside Subject Area of Competence (with full credential)	1	1		

#### **Teacher Misassignments and Vacant Teacher Positions**

Indicator	2013-14	2014-15	2015-16
Misassignments of Teachers of English Learners	0	0	
Total Teacher Misassignments *	0	0	
Vacant Teacher Positions	1	0	

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Core Academic Classes Taught by Highly Qualified Teachers (School Year 2014-15)

Leastion of Classes	Percent of Classes In Core Academic Subjects		
Location of Classes	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers	
This School	96.0	4.1	
All Schools in District	93.6	6.5	
High-Poverty Schools in District	93.9	6.1	
Low-Poverty Schools in District	66.7	33.3	

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2015-16)

Year and month in which data were collected: October 2015

Back to Agenda	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Language of Literature 9, McDougal Littell - 2000 Language of Literature 10, McDougal Littell - 2000 Language of Literature 11, McDougal Littell - 1997 British and World Literature, Southwestern Educational Pub 1997 College Board Course for English 4, The College Board, 2001 Supplemental: Accelerated Reading, Renaissance Learning, 2003 Pacesetter English 1 & 4, The College Board, 2003 Gale Databases, Cengage Learning, 2009 CQ Researcher, CQ Press, 2009 ELD Grades 9 - 12: At Home in Two Lands, Heinle & Heinle, 1991 The American Heritage Spanish Dictionary, Berkley, 2000 The New Grammar in Action Book 1 & 2, Heinle & Heinle, 1997, 1998	Yes	0%
Mathematics	Algebra I: Integrated Math 1 - 2012 CarnegieLearningIntegrated Math 2 - 2012 Carnegie LearningGeometry, Prentice Hall - 2004Algebra 2, Prentice Hall - 2004Precalculus, Brooks/Cole - 2012Calculus, Houghton Mifflin - 2006Mathematical Models with Applications, Freeman - 2002Supplemental:Accelerated Math, Renaissance, 2003	Yes	0%
Science	Agriscience, Interstate Publishers, Inc 2003Biology, William C. Brown - 1996Introduction to Biology, Teaching Point - 2008Modern Biology, Holt, Rinehart & Winston - 2002BSCS Biology: An Ecological Approach, Kendall/Hunt- 2007Chemistry, Prentice Hall - 2008Conceptual Physics, Addison Wesley, 2007Sustaining the Earth, Brooks/Cole - 2007Supplemental:Gale Databases, Cengage Learning, 2009CQ Researcher, CQ Press, 2009	Yes	0%

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	History Alive - 2013 - World Connections The Americans, McDougal Littell - 2006 Econ Alive - 2015 - The Power to Choose The American Pageant (AP), McDougal Littell - 2006 American Government (AP), McDougal Littell - 2006 Supplemental: Gale Databases, Cengage Learning, 2012 CQ Researcher, CQ Press - 2009	Yes	0%
Foreign Language	Spanish: Realidades I, Pearson-Prentice Hall - 2008 Realidades II, Pearson-Prentice Hall - 2008 Entre Mundos, Pearson-Prentice Hall - 2004 Nuestro Mundo, Holt-McDougal - 2002	Yes	0%
Health	Study Skills, Grand Lighthouse - 2011	Yes	0%
Visual and Performing Arts			0%
Science Laboratory Equipment (grades 9-12)	Science Laboratory Equipment (Gr. 9-12) is provided through site and categorical funding.	Yes	0%

## School Facility Conditions and Planned Improvements (Most Recent Year)

The present Colusa High School campus is approximately 45 years old with most buildings constructed prior to 1964. Generally in good repair, the facilities include 22 classrooms, administrative and counseling offices, a career center, a gymnasium and cafeteria/foyer, music room/stage, locker rooms for boys and girls, four tennis courts, two soccer fields and two practice fields, two baseball fields, an outdoor track, and a five-acre school farm with animal barn. Football games are now played at the new Colusa High School Football Stadium and graduation was held there for the first time in school history in 2008.

The school library, housed in the administrative wing, has a collection of 16,655 books, online card catalog, and Internet access on 30 student computers. Campus wide there are 261 computers (PCs). All of our staff computers are networked and have Internet access as well.

A staff of one full-time custodian and a two-person custodial crew maintain the property with a district groundskeeper responsible for mowing and watering lawns. During passing periods, at lunch, and immediately before and after school, two administrators share responsibilities for student supervision on the grounds.

Ongoing efforts are underway to acquire modernization funding to make facility repairs needed as a result of aging buildings, and to complete the stadium project. Colusa High School was a recipient of a \$50,000.00 grant from the Baseball For Tomorrow Foundation for the renovation of its two baseball fields. This project was completed prior to the beginning of the 2010 baseball season.

#### Back to Agenda School Facility Good Repair Status (Most Recent Year)

	•	-	-	st Recent Year) ected: 10/5/2015
Sustan Inspected	R	Repair Stat	us	Repair Needed and
System Inspected	Good	Fair	Poor	Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	x			Cafeteria and Gym: HVAC unit in walk in area was not running. Wall and ceiling repairs are needed.
Interior: Interior Surfaces		х		Cafeteria and Gym: HVAC unit in walk in area was not running. Wall and ceiling repairs are needed.
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	X			Outside fields parking areas: This area has gophers and some low spots but the grounds are improving. Parking areas had many repairs last summer.
Electrical: Electrical	Х			
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	X			300 Wing: Eye wash needed updated inspection form.
Safety: Fire Safety, Hazardous Materials	x			
Structural: Structural Damage, Roofs		x		Office: This area was clean and in good order. Some roof repairs needed in the area. South Portables: Some soft siding on P- 803
<b>External:</b> Playground/School Grounds, Windows/ Doors/Gates/Fences	Х			

#### **Overall Facility Rating (Most Recent Year)**

Year and month in which data were collected: 10/5/2015								
	Exemplary	Good	Fair	Poor				
Overall Rating		х						

# **B. Pupil Outcomes**

## **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP], Science California Standards Tests); and
- The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

#### Back to Agenda California Assessment of Student Performance and Progress Results for All Students (School Year 2014-15)

Subject	Percent of	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)							
	School	School District							
English Language Arts/Literacy	65	37	44						
Mathematics	24	29	33						

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### CAASPP Assessment Results - English Language Arts (ELA) Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number o	f Students	Percent of Students					
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	
All Students	11	77	69	89.6	10	23	52	13	
Male	11	77	37	48.1	14	24	49	11	
Female	11	77	32	41.6	6	22	56	16	
Asian	11	77	1	1.3					
Hispanic or Latino	11	77	43	55.8	14	30	47	9	
Native Hawaiian or Pacific Islander	11	77	1	1.3					
White	11	77	24	31.2	4	13	67	17	
Socioeconomically Disadvantaged	11	77	42	54.5	14	26	45	12	
English Learners	11	77	10	13.0					
Students with Disabilities	11	77	6	7.8					
Students Receiving Migrant Education Services	11	77	2	2.6					
Foster Youth	11								

Double dashes (---) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

		Number o	f Students	Percent of Students					
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	
All Students	11	77	70	90.9	47	29	20	4	
Male	11	77	38	49.4	53	26	18	3	
Female	11	77	32	41.6	41	31	22	6	
American Indian or Alaska Native	11	77	1	1.3					
Asian	11	77	1	1.3					

# **CAASPP Assessment Results - Mathematics**

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		Number o	f Students	Percent of Students					
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	
Hispanic or Latino	11	77	42	54.5	55	29	17	0	
Native Hawaiian or Pacific Islander	11	77	1	1.3					
White	11	77	25	32.5	32	32	24	12	
Socioeconomically Disadvantaged	11	77	41	53.2	49	32	20	0	
English Learners	11	77	8	10.4					
Students with Disabilities	11	77	4	5.2					
Students Receiving Migrant Education Services	11	77	2	2.6					
Foster Youth	11								

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### California Standards Tests for All Students in Science (Three-Year Comparison)

		Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)								
Subject		School			District			State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	
Science (grades 5, 8, and 10)	46	48	54	51	48	45	59	60	56	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Standards Tests Results by Student Group in Science (School Year 2014-15)

Student Group	Percent of Students Scoring at Proficient or Advanced
All Students in the LEA	45
All Students at the School	54
Male	57
Female	52
American Indian or Alaska Native	
Asian	
Hispanic or Latino	44
White	70
Socioeconomically Disadvantaged	
English Learners	
Students with Disabilities	43
Students Receiving Migrant Education Services	
Foster Youth	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

A Career Pathway is offered in Agriculture and Natural Resources. Agriculture students may take courses in Beginning and Advanced Farm Mechanics, Integrated Ag Biology, Floral Design, Ag Science I & II, and a capstone course in Farm Business Management. We are in the process of developing additional Career Pathways.

#### Career Technical Education Participation (School Year 2014-15)

Measure	CTE Program Participation
Number of pupils participating in CTE	142
% of pupils completing a CTE program and earning a high school diploma	100
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	60

#### Courses for University of California and/or California State University Admission

UC/CSU Course Measure	Percent
2014-15 Students Enrolled in Courses Required for UC/CSU Admission	93.58
2013-14 Graduates Who Completed All Courses Required for UC/CSU Admission	9.68

## **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the Other Pupil Outcomes State Priority (Priority 8):

• Pupil outcomes in the subject areas of English, mathematics, and physical education.

#### California High School Exit Examination Results for Grade Ten Students (Three-Year Comparison)

		Percent of Students Scoring at Proficient or Advanced							
Subject	School				District		State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
English-Language Arts	62	48	50	60	41	49	57	56	58
Mathematics	59	57	56	57	52	52	60	62	59

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California High School Exit Examination Grade Ten Results by Student Group (School Year 2014-15)

	Engl	ish-Language	Arts	Mathematics			
Group	Percent Not Proficient	Percent Proficient	Percent Advanced	Percent Not Proficient	Percent Proficient	Percent Advanced	
All Students in the LEA	51	27	22	48	33	19	
All Students at the School	50	27	23	44	34	21	
Male	55	23	23	38	43	20	
Female	46	30	24	50	28	22	
Hispanic or Latino	66	23	11	55	34	11	
White	19	35	45	26	39	35	
Socioeconomically Disadvantaged	65	21	14	63	30	7	

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### Back to Agenda California Physical Fitness Test Results (School Year 2014-15)

Grade	Percent of Students Meeting Fitness Standards				
Level	Four of Six Standards Five of Six Standards Six of Six Sta				
9	16.30	40.80	33.70		

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

# C. Engagement

## **State Priority: Parental Involvement**

The SARC provides the following information relevant to the Parental Involvement State Priority (Priority 3):

• Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### **Opportunities for Parental Involvement (Most Recent Year)**

We welcome and encourage parental involvement through a variety of organizations and activities. There are numerous opportunities for parents to serve on committees such as School Site Council, WASC Action Teams and the English Learner Advisory Committee. Parents also are encouraged to join such organizations as Friends of the Library, Friends of Music, Friends of Agriculture, Colusa Redhawks Athletic Foundation, the Environmental Sciences Academy, and Grad Night Parents; to assist by chaperoning dances and field trips; to serve on Senior Project panels; and help with senior interviews. If you would like to volunteer please contact either Darren Brown, Principal or Lori Tanner, Counselor at (530) 458-2156.

## **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the Pupil Engagement State Priority (Priority 5):

- High school dropout rates; and
- High school graduation rates.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

In diastan	School			District			State		
Indicator	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14
Dropout Rate	8.60	11.30	14.70	17.50	19.00	26.80	13.10	11.40	11.50
Graduation Rate	91.36	88.75	82.67	76.32	70.69	65.18	78.87	80.44	80.95

#### Back to Agenda Completion of High School Graduation Requirements (Graduating Class of 2014)

Crown		Graduating Class of 2014				
Group	School	District	State			
All Students	86.11	76.19	84.6			
Black or African American	100	66.67	76			
American Indian or Alaska Native		25	78.07			
Asian			92.62			
Filipino			96.49			
Hispanic or Latino	85.71	72.55	81.28			
Native Hawaiian/Pacific Islander			83.58			
White	88.24	85.11	89.93			
Two or More Races			82.8			
Socioeconomically Disadvantaged	80	63.64	61.28			
English Learners	66.67	56.25	50.76			
Students with Disabilities	88.24	70.18	81.36			
Foster Youth						

## **State Priority: School Climate**

The SARC provides the following information relevant to the School Climate State Priority (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

#### **Suspensions and Expulsions**

Data	School		District			State			
Rate	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
Suspensions	0.00	3.70	16.54	0.88	3.50	9.97	5.07	4.36	3.80
Expulsions	0.97	0.99	0.00	0.38	0.31	0.00	0.13	0.10	0.09

#### School Safety Plan (Most Recent Year)

The Colusa High School Safety Plan is reviewed annually by administration with staff and by staff with students. Responses to emergency situations such as fire, earthquake, flooding, bomb threat, and intruder on campus are addressed in the plan and in drills conducted with students. All visitors are required to check in at the main office upon arrival and to wear visitor badges while on campus. There are relatively few instances of graffiti and vandalism, with repainting and repairs made as soon as possible. All buildings are fully alarmed and monitored by the Bay Alarm security company.

# **D. Other SARC Information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Adequate Yearly Progress Overall and by Criteria (School Year 2014-15)

AYP Criteria	School	District	State
Made AYP Overall	No	No	Yes
Met Participation Rate: English-Language Arts	No	No	Yes
Met Participation Rate: Mathematics	Yes	Yes	Yes
Met Percent Proficient: English-Language Arts	N/A	N/A	N/A
Met Percent Proficient: Mathematics	N/A	N/A	N/A
Met Attendance Rate	N/A	Yes	Yes
Met Graduation Rate	No	Yes	Yes

#### Federal Intervention Program (School Year 2015-16)

Indicator	School	District
Program Improvement Status	In Pl	In Pl
First Year of Program Improvement	2012-2013	2011-2012
Year in Program Improvement*	Year 3	Year 3
Number of Schools Currently in Program Improvement	N/A	3
Percent of Schools Currently in Program Improvement	N/A	75.0

Note: Cells with N/A values do not require data.

#### Average Class Size and Class Size Distribution (Secondary)

	2012-13		2013-14			2014-15						
Subject	Avg.	Number of Classrooms		Avg.	Avg. Number of Classrooms			Avg.	Numb	er of Clas	srooms	
	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+
English	20	14	7		22	10	5	1	21	11	6	
Mathematics	21	7	8		22	6	7	1	24	4	8	1
Science	22	8	4		22	7	5	1	23	8	5	1
Social Science	21	9	4		22	9	3	1	22	9	3	

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

#### Back to Agenda Academic Counselors and Other Support Staff (School Year 2014-15)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor		
Academic Counselor	1	380		
Counselor (Social/Behavioral or Career Development)	0	N/A		
Library Media Teacher (Librarian)	1	N/A		
Library Media Services Staff (Paraprofessional)	0	N/A		
Psychologist	0.2	N/A		
Social Worker	0	N/A		
Nurse	0.2	N/A		
Speech/Language/Hearing Specialist	0	N/A		
Resource Specialist	0.25	N/A		
Other	0	N/A		

Note: Cells with N/A values do not require data. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2013-14)

		Average		
Level	Total	Supplemental/ Restricted	Basic/ Unrestricted	Teacher Salary
School Site	\$8,147	\$2,176	\$5,971	\$61,087
District	N/A	N/A	\$5,534	\$63,189
Percent Difference: School Site and District	N/A	N/A	+8%	4%
State	N/A	N/A	\$5,348	\$59,460
Percent Difference: School Site and State	N/A	N/A	+9%	8%

Note: Cells with N/A values do not require data.

#### Types of Services Funded (Fiscal Year 2014-15)

ADA state funding is used to provide basic, comprehensive educational programs for students. This includes staffing, facilities and instructional materials. Supplemental funding for school improvement activities, staff development, field trips, equipment, and enrichment programs is provided through state and federal categorical funds.

#### Teacher and Administrative Salaries (Fiscal Year 2013-14)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,076	\$38,953
Mid-Range Teacher Salary	\$59,165	\$57,103
Highest Teacher Salary	\$78,091	\$74,127
Average Principal Salary (Elementary)	\$109,030	\$90,225
Average Principal Salary (Middle)	\$100,661	\$98,146
Average Principal Salary (High)	\$114,639	\$97,758
Superintendent Salary	\$136,475	\$117,803
Percent of Budget for Teacher Salaries	39%	34%
Percent of Budget for Administrative Salaries	7%	7%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/.

# Back to Agenda Advanced Placement (AP) Courses (School Year 2014-15)

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science		N/A
English	1	N/A
Fine and Performing Arts		N/A
Foreign Language		N/A
Mathematics	1	N/A
Science		N/A
Social Science		N/A
All courses	2	2.1

\* Cells with N/A values do not require data. Where there are student course enrollments.

#### **Professional Development (Most Recent Three Years)**

Teachers are required to complete three days of pre-service professional activity days. Additionally, teachers are required to participate in collaboration activities on a weekly basis each Wednesday. Teachers are afforded the opportunity to attend professional conferences and workshops, according to the needs of the individual teacher and the school improvement plan.

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

#### **DataQuest**

DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

#### **Contact Information (Most Recent Year)**

School Contact Info	School Contact Information					
School Name	Colusa Alternative High School					
Street	817 Colusa Avenue					
City, State, Zip	Colusa, CA 95932					
Phone Number	(530) 458-2232					
Principal	Rebecca Changus					
E-mail Address	rchangus@colusa.k12.ca.us					
Web Site						
Grades Served	9-12					
CDS Code	06-61598-0630012					

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 Back to Agenda

 District Contact Information

 District Name
 Colusa Unified School District

 Phone Number
 (530) 458-7791

 Superintendent
 Dwayne Newman

 E-mail Address
 dnewman@colusa.k12.ca.us

 Web Site
 www.colusa.k12.ca.us

## School Description and Mission Statement (Most Recent Year)

Colusa Alternative High School (CAHS) is a Colusa Unified School District school of choice. CAHS primarily serves 15-18 year olds. At the time of enrollment, most students transfer due to credit deficiency. CAHS instructors utilize a variety of instructional strategies for delivering a core curriculum. Students are held accountable for meeting state standards and consistent expectations academically, vocationally, and socially. They are encouraged to pursue areas of interest, develop their talents, and acquire employment skills. Students may either work toward a diploma through CAHS or transfer to the comprehensive high school at semester if they have sufficient credits and have taken or made up courses required for graduation. A dedicated and caring staff is committed to fulfilling the school's mission: Colusa Alternative High School will provide an environment that enables all learners to reach their individual potentials, including the literacy, knowledge, and skills necessary to compete in a global economy, and to exercise the rights and responsibilities of citizenship.

## Student Enrollment by Grade Level (School Year 2014-15)

Grade Level	Number of Students
Grade 11	9
Grade 12	16
Total Enrollment	25

## Student Enrollment by Group (School Year 2014-15)

Student Group	Percent of Total Enrollment	
	Total Enrollment	
American Indian or Alaska Native	12	
Hispanic or Latino	84	
White	4	
Socioeconomically Disadvantaged	76	
English Learners	32	
Students with Disabilities	16	

## A. Conditions of Learning

## **State Priority: Basic**

The SARC provides the following information relevant to the Basic State Priority (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### **Teacher Credentials**

-		District		
Teachers	2013-14	2014-15	2015-16	2015-16
With Full Credential		1		
Without Full Credential		1		
Teaching Outside Subject Area of Competence (with full credential)		0		

#### **Teacher Misassignments and Vacant Teacher Positions**

Indicator	2013-14	2014-15	2015-16
Misassignments of Teachers of English Learners	0	0	
Total Teacher Misassignments *	0	0	
Vacant Teacher Positions	0	0	

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Core Academic Classes Taught by Highly Qualified Teachers (School Year 2014-15)

leasting of Classes	Percent of Classes In Core Academic Subjects					
Location of Classes	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers				
This School	25.0	75.0				
All Schools in District	93.6	6.5				
High-Poverty Schools in District	93.9	6.1				
Low-Poverty Schools in District	66.7	33.3				

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2015-16)

#### Year and month in which data were collected: 2015 January

All curriculum materials utilized by students and staff are similar to those used at the comprehensive high school, Colusa High School.

Back to Agenda	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
Reading/Language Arts	Language of Literature 9, McDougal Littell - 2000 Language of Literature 10, McDougal Littell - 2000 Language of Literature 11, McDougal Littell - 1997 British and World Literature, Southwestern Educational Pub 1997 College Board Course for English 4, The College Board, 2001 Supplemental: Accelerated Reading, Renaissance Learning, 2003 Pacesetter English 1 & 4, The College Board, 2003 Gale Databases, Cengage Learning, 2009 CQ Researcher, CQ Press, 2009 ELD Grades 9 - 12: At Home in Two Lands, Heinle & Heinle, 1991 The American Heritage Spanish Dictionary, Berkley, 2000 The New Grammar in Action Book 1 & 2, Heinle & Heinle, 1997, 1998	Yes	0%
Mathematics	Algebra I: Concepts and Skills, McDougal Littell- 2001 Geometry, Prentice Hall - 2004 Algebra 2, Prentice Hall - 2004 Precalculus, Houghton Mifflin - 2004 Calculus, Houghton Mifflin - 2006 Mathematical Models with Applications, Freeman - 2002 Supplemental: Accelerated Math, Renaissance, 2003	Yes	0%
Science	Agriscience, Interstate Publishers, Inc 2003 Biology, William C. Brown - 1996 Introduction to Biology, Teaching Point - 2008 Modern Biology, Holt, Rinehart & Winston - 2002 BSCS Biology: An Ecological Approach, Kendall/Hunt - 2007 Chemistry, Prentice Hall - 2008 Conceptual Physics, Addison Wesley, 2007 Sustaining the Earth, Brooks/Cole - 2007 Supplemental: Gale Databases, Cengage Learning - 2009 CQ Researcher, CQ Press - 2009	Yes	0%

Back to Agenda

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy
History-Social Science	Modern World History, McDougal Littell - 2006 The Americans, McDougal Littell - 2006 Civics in Amerca, McDougal Littell - 2003 The American Pageant (AP), McDougal Littell - 2006 American Government (AP), McDougal Littell - 2006 Economics (AP), McDougal Littell - 2005 Economics, New Ways of Thinking, EMC Publishing - 2007 Supplemental: Gale Databases, Cengage Learning,- 2009 CQ Researcher, CQ Press - 2009	Yes	0%
Foreign Language	Spanish: Realidades I, Pearson-Prentice Hall - 2008 Realidades II, Pearson-Prentice Hall - 2008 Entre Mundos, Pearson-Prentice Hall - 2004 Nuestro Mundo, Holt-McDougal - 2002	Yes	0%
Health	Study Skills, Grand Lighthouse - 2011	Yes	0%
Visual and Performing Arts	N/A		N/A
Science Laboratory Equipment (grades 9-12)	Science Laboratory Equipment (Gr. 9-12) Essential laboratory equipment is provided through site and categorical funding.	Yes	0%

## School Facility Conditions and Planned Improvements (Most Recent Year)

The CAHS facilities include a classroom on the high school site, a staff work area and break/lunch room. The facilities are in good repair; the custodial and teaching staffs keep the facilities clean, orderly, and inviting so that students feel very much at home. In addition to taking their classes at the CAHS site, students may eat in the school cafeteria during break if they choose.

#### School Facility Good Repair Status (Most Recent Year)

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: January 30, 2015								
	R	Repair State	us	Repair Needed and				
System Inspected	Good	Fair	Poor	Action Taken or Planned				
Systems: Gas Leaks, Mechanical/HVAC, Sewer	x							
Interior: Interior Surfaces	х							
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	х							
Electrical: Electrical	х							
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	x							

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: January 30, 2015								
Custom Insuranted	Repair Status			Repair Needed and				
System Inspected	Good	Fair	Poor	Action Taken or Planned				
Safety: Fire Safety, Hazardous Materials	x							
Structural: Structural Damage, Roofs	х							
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	х							

## **Overall Facility Rating (Most Recent Year)**

Year and month in which data were collected: January 30, 2015						
	Exemplary	Good	Fair	Poor		
Overall Rating		х				

# **B. Pupil Outcomes**

## **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP], Science California Standards Tests); and
- The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

#### California Assessment of Student Performance and Progress Results for All Students (School Year 2014-15)

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)				
	School	District	State		
English Language Arts/Literacy		37	44		
Mathematics		29	33		

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

# CAASPP Assessment Results - English Language Arts (ELA)

Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number of Students		Percent of Students				
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
All Students	11	10	4	40.0				
Male	11	10	2	20.0				
Female	11	10	2	20.0				
Hispanic or Latino	11	10	4	40.0				
Socioeconomically Disadvantaged	11	10	3	30.0				
English Learners	11	10	2	20.0				
Students with Disabilities	11	10	1	10.0				
Foster Youth	11							

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

		Number o	f Students		Реі	cent of Stude	nts	
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
All Students	11	10	5	50.0				
Male	11	10	3	30.0				
Female	11	10	2	20.0				
Hispanic or Latino	11	10	5	50.0				
Socioeconomically Disadvantaged	11	10	5	50.0				
English Learners	11	10	3	30.0				
Students with Disabilities	11	10	1	10.0				
Foster Youth	11							

#### **CAASPP** Assessment Results - Mathematics

Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### California Standards Tests for All Students in Science (Three-Year Comparison)

		Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)								
Subject		School			District			State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	
Science (grades 5, 8, and 10)				51	48	45	59	60	56	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Standards Tests Results by Student Group in Science (School Year 2014-15)

Student Group	Percent of Students Scoring at Proficient or Advanced
All Students in the LEA	45
All Students at the School	
Male	
Female	
Hispanic or Latino	
White	
English Learners	
Students with Disabilities	
Foster Youth	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

The Colusa Alternative High School does not offer any approved CTE courses, at this time. We are developing plans so that students at the CAHS may be able to access CTE courses at Colusa High School.

#### **Career Technical Education Participation (School Year 2014-15)**

Measure	CTE Program Participation				
Number of pupils participating in CTE					
% of pupils completing a CTE program and earning a high school diploma	0				
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	0				

#### Courses for University of California and/or California State University Admission

UC/CSU Course Measure	Percent
2014-15 Students Enrolled in Courses Required for UC/CSU Admission	0
2013-14 Graduates Who Completed All Courses Required for UC/CSU Admission	0

## **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the Other Pupil Outcomes State Priority (Priority 8):

• Pupil outcomes in the subject areas of English, mathematics, and physical education.

#### California High School Exit Examination Results for Grade Ten Students (Three-Year Comparison)

	Percent of Students Scoring at Proficient or Advanced								
Subject	School			District			State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
English-Language Arts				60	41	49	57	56	58
Mathematics				57	52	52	60	62	59

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California High School Exit Examination Grade Ten Results by Student Group (School Year 2014-15)

	Engl	ish-Language	Arts	Mathematics			
Group	Percent Not Proficient	Percent Proficient	Percent Advanced	Percent Not Proficient	Percent Proficient	Percent Advanced	
All Students in the LEA	51	27	22	48	33	19	
All Students at the School	0	0		0			

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Physical Fitness Test Results (School Year 2014-15)

Grade	Percer	nt of Students Meeting Fitness Star	ndards					
Level Four of Six Standards Five of Six Standards Six of Six Standards								
Noto: Percentages are not calcula	ated when the number of students tested is t	on or loss, aither because the number of stu	donts in this sategory is too small for					

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

## **C. Engagement**

### **State Priority: Parental Involvement**

The SARC provides the following information relevant to the Parental Involvement State Priority (Priority 3):

• Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### **Opportunities for Parental Involvement (Most Recent Year)**

A Fall Back to School Night and Spring Open House are held to inform parents about school activities and opportunities for involvement. Parents are invited to visit classes any time, chaperone school trips, serve on Site Council, assist with community service projects, and serve as Senior Project judges. Those interested in getting involved should contact staff or faculty members, Administrative Assistant Lorie Meyers, or Principal Darren Brown at 458-2156.

## **State Priority: Pupil Engagement**

The SARC provides the following information relevant to the Pupil Engagement State Priority (Priority 5):

- High school dropout rates; and
- High school graduation rates.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indiantan	School			chool District			State			
Indicator	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14	
Dropout Rate	17.50	19.00	26.80	17.50	19.00	26.80	13.10	11.40	11.50	
Graduation Rate	76.32	70.69	65.18	76.32	70.69	65.18	78.87	80.44	80.95	

#### Completion of High School Graduation Requirements (Graduating Class of 2014)

Correct		Graduating Class of 2014	
Group	School	District	State
All Students	46.15	76.19	84.6
Black or African American		66.67	76
American Indian or Alaska Native		25	78.07
Asian			92.62
Filipino			96.49
Hispanic or Latino	71.43	72.55	81.28
Native Hawaiian/Pacific Islander			83.58
White	33.33	85.11	89.93
Two or More Races			82.8
Socioeconomically Disadvantaged	50	63.64	61.28
English Learners	71.43	56.25	50.76
Students with Disabilities	50	70.18	81.36
Foster Youth			

## State Priority: School Climate

The SARC provides the following information relevant to the School Climate State Priority (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

#### **Suspensions and Expulsions**

Data	School				District			State			
Rate	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15		
Suspensions	4.00	4.35	68.75	0.88	3.50	9.97	5.07	4.36	3.80		
Expulsions	0.00	2.17	0.00	0.38	0.31	0.00	0.13	0.10	0.09		

#### School Safety Plan (Most Recent Year)

The Colusa Alternative High School Safety Plan is reviewed annually by administration with staff, and by staff with students. Responses to emergency situations such as fire, earthquake, flooding, bomb threat, and intruder on campus are addressed in the plan and in drills conducted with students. All visitors are required to check in at the school office upon arrival and to wear visitor badges while on campus. There is zero tolerance for fighting and when fights do occur, which is rarely, police are called and the combatants are issued five days suspension. All buildings are fully alarmed and monitored by the Bay Alarm security company.

# **D. Other SARC Information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Adequate Yearly Progress Overall and by Criteria (School Year 2014-15)

AYP Criteria	School	District	State
Made AYP Overall	Yes	No	Yes
Met Participation Rate: English-Language Arts	Yes	No	Yes
Met Participation Rate: Mathematics	Yes	Yes	Yes
Met Percent Proficient: English-Language Arts	N/A	N/A	N/A
Met Percent Proficient: Mathematics	N/A	N/A	N/A
Met Attendance Rate	N/A	Yes	Yes
Met Graduation Rate	N/A	Yes	Yes

#### Federal Intervention Program (School Year 2015-16)

Indicator	School	District
Program Improvement Status	Not in Pl	In Pl
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	3
Percent of Schools Currently in Program Improvement	N/A	75.0

Note: Cells with N/A values do not require data.

#### Back to Agenda Average Class Size and Class Size Distribution (Secondary)

	2012-13		2013-14			2014-15						
Subject	Avg. Number of Cla		er of Clas	ssrooms Avg.		Number of Classrooms		Avg.	Number of Classrooms			
<b>,</b>	Class   1 22 22 22 22 Cla	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+			
English	25		1						25		2	
Mathematics	25		1						25		1	
Science	25		1									
Social Science	25		1		21	4			25		1	

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

#### Academic Counselors and Other Support Staff (School Year 2014-15)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0.1	26
Counselor (Social/Behavioral or Career Development)		N/A
Library Media Teacher (Librarian)		N/A
Library Media Services Staff (Paraprofessional)		N/A
Psychologist	0.2	N/A
Social Worker		N/A
Nurse	0.2	N/A
Speech/Language/Hearing Specialist		N/A
Resource Specialist		N/A
Other		N/A

Note: Cells with N/A values do not require data. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2013-14)

		Average		
Level	Total	Supplemental/ Restricted	Basic/ Unrestricted	Teacher Salary
School Site	\$9,852	\$73	\$9,780	\$66,920
District	N/A	N/A	\$6,055	\$63,189
Percent Difference: School Site and District	N/A	N/A	38%	12%
State	N/A	N/A	\$5,348	\$59,460
Percent Difference: School Site and State	N/A	N/A	44%	16%

Note: Cells with N/A values do not require data.

#### Types of Services Funded (Fiscal Year 2014-15)

ADA state funding is used to provide basic, comprehensive educational programs for students. This includes staffing, facilities and instructional materials. Supplemental funding for school improvement activities, staff development, field trips, equipment, and enrichment programs is provided through state and federal categorical funds.

#### Back to Agenda Teacher and Administrative Salaries (Fiscal Year 2013-14)

Category	District Amount	State Average for Districts In Same Category		
Beginning Teacher Salary	\$44,076	\$38,953		
Mid-Range Teacher Salary	\$59,165	\$57,103		
Highest Teacher Salary	\$78,091	\$74,127		
Average Principal Salary (Elementary)	\$109,030	\$90,225		
Average Principal Salary (Middle)	\$100,661	\$98,146		
Average Principal Salary (High)	\$114,639	\$97,758		
Superintendent Salary	\$136,475	\$117,803		
Percent of Budget for Teacher Salaries	39%	34%		
Percent of Budget for Administrative Salaries	7%	7%		

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/.

#### Advanced Placement (AP) Courses (School Year 2014-15)

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science		N/A
English		N/A
Fine and Performing Arts		N/A
Foreign Language		N/A
Mathematics		N/A
Science		N/A
Social Science		N/A
All courses		

\* Cells with N/A values do not require data. Where there are student course enrollments.

#### **Professional Development (Most Recent Three Years)**

There were three days allocated for professional development activities, two prior to the start of school and one in the month of November. Additionally, time is banked and 2:30 pm to 3:30 pm, each Wednesday, is set aside for collaboration between staff. Every two weeks, the counselor and the principal meet with each student to monitor progress, attendance and discipline. Each student signs a contract and each meeting sets goals and checks progress toward those set goals.

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements, see the California Department of Education (CDE) SARC Web page at http://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or LCAP, see the CDE LCFF Web page at http://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

## <u>DataQuest</u>

DataQuest is an online data tool located on the CDE DataQuest Web page at http://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district, the county, and the state. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners.

#### **Internet Access**

Internet access is available at public libraries and other locations that are publicly accessible (e.g., the California State Library). Access to the Internet at libraries and public locations is generally provided on a first-come, first-served basis. Other use restrictions may include the hours of operation, the length of time that a workstation may be used (depending on availability), the types of software programs available on a workstation, and the ability to print documents.

# **About This School**

#### **Contact Information (Most Recent Year)**

School Contact Information				
School Name	Colusa Alternative Home School			
Street	745 10th Street			
City, State, Zip	Colusa, CA 95932			
Phone Number	(530) 458-7791			
Principal	Darren Brown			
E-mail Address	dbrown@colusa.k12.ca.us			
Web Site				
Grades Served	K-12			
CDS Code	06-61598-0630046			

l.1.n.

District Contact Information				
District Name	Colusa Unified School District			
Phone Number	(530) 458-7791			
Superintendent	Dwayne Newman			
E-mail Address	dnewman@colusa.k12.ca.us			
Web Site	www.colusa.k12.ca.us			

#### School Description and Mission Statement (Most Recent Year)

Colusa Alternative Home School is a K-12 Independent Study program that focuses on delivering high quality educational experiences in a Home School environment. Students and parents, with the support of district staff and curriculum, are offered a variety of approved classes to meet the needs of the learner. Parents and students have the option of completing their studies at home and utilizing the Home School resource center that was established during the 2004-05 school year. District teaching staff meets with each student and parent a minimum of one hour per week to review work completed and provide materials for future assignments.

The mission of Colusa Alternative Home School is to support families in the educational programs for their K-12 grade level students by providing state adopted curriculum and resources to meet current instructional standards and graduation requirements.

Grade Level	Number of Students
Grade 1	3
Grade 4	3
Grade 5	1
Grade 7	5
Grade 8	2
Grade 9	9
Grade 10	10
Grade 11	23
Grade 12	14
Total Enrollment	70

#### Student Enrollment by Grade Level (School Year 2014-15)

#### Student Enrollment by Group (School Year 2014-15)

Student Group	Percent of Total Enrollment
Black or African American	1.4
American Indian or Alaska Native	10
Filipino	1.4
Hispanic or Latino	47.1
White	38.6
Socioeconomically Disadvantaged	42.9
English Learners	12.9
Students with Disabilities	5.7
Foster Youth	1.4

# A. Conditions of Learning

## **State Priority: Basic**

The SARC provides the following information relevant to the Basic State Priority (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair.

#### **Teacher Credentials**

-		District		
Teachers	2013-14	2014-15	2015-16	2015-16
With Full Credential		3		
Without Full Credential		0		
Teaching Outside Subject Area of Competence (with full credential)		0		

#### **Teacher Misassignments and Vacant Teacher Positions**

Indicator	2013-14	2014-15	2015-16
Misassignments of Teachers of English Learners	0	0	
Total Teacher Misassignments *	0	0	
Vacant Teacher Positions	0	0	

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.

\* Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

#### Core Academic Classes Taught by Highly Qualified Teachers (School Year 2014-15)

Location of Classes	Percent of Classes In Core Academic Subjects					
Location of Classes	Taught by Highly Qualified Teachers	Not Taught by Highly Qualified Teachers				
This School	66.7	33.3				
All Schools in District	93.6	6.5				
High-Poverty Schools in District	93.9	6.1				
Low-Poverty Schools in District	66.7	33.3				

Note: High-poverty schools are defined as those schools with student eligibility of approximately 40 percent or more in the free and reduced price meals program. Low-poverty schools are those with student eligibility of approximately 39 percent or less in the free and reduced price meals program.

#### Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2015-16)

#### Year and month in which data were collected: JAN 2015

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy	
Reading/Language Arts	* Note: The Home School program enjoys a combination of instructional materials which includes an adequate supply of all state-adopted textbooks that are purchased and adopted through appropriate grade level activities at regular education sites in the Colusa Unified School District.	Yes	0%	
Mathematics	Same as above.	Yes	0%	

Core Curriculum Area	Textbooks and Instructional Materials/ Year of Adoption	From Most Recent Adoption?	Percent of Students Lacking Own Assigned Copy	
Science	Same as above.	Yes	0%	
History-Social Science	Same as above.	Yes	0%	
Foreign Language	Rosetta Stone LTD, Spanish - 2008	Yes	0%	
Health	Same as note above.	Yes	0%	
Visual and Performing Arts	Home School students have the opportunity to participate in classes offered at age-appropriate sites in the district, as well as a limited number of private lessons offered through Art & Music Grant funds.	Yes	0%	
Science Laboratory Equipment (grades 9-12)	Home School students have the option of attending Lab Science courses at Egling Middle School and Colusa High School where adequate facilities are maintained.	Yes	0%	

## School Facility Conditions and Planned Improvements (Most Recent Year)

The nature of Home School programs does not deal with school facilities due to the fact that most of their activities are done at home. When Home School students are involved in regular school activities, the facilities are under the responsibility of that school site and are reported in that school's accountability report. The exception to this is the new Home School resource center that was developed during the 2004-05 school year, which is maintained for safety, cleanliness and in good repair.

#### School Facility Good Repair Status (Most Recent Year)

School Facility Good Repair Status (Most Recent Year) Year and month in which data were collected: N/A							
Custom Inconstant	Repair Status			Repair Needed and			
System Inspected	Good Fair		Poor	Action Taken or Planned			
Systems: Gas Leaks, Mechanical/HVAC, Sewer	x						
Interior: Interior Surfaces	х						
<b>Cleanliness:</b> Overall Cleanliness, Pest/ Vermin Infestation	x						
Electrical: Electrical	x						
<b>Restrooms/Fountains:</b> Restrooms, Sinks/ Fountains	x						
Safety: Fire Safety, Hazardous Materials	x						
Structural: Structural Damage, Roofs	x						
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	x						

#### **Overall Facility Rating (Most Recent Year)**

Year and month in which data were collected: N/A							
	Exemplary	Good	Fair	Poor			
Overall Rating		х					

# **B. Pupil Outcomes**

## **State Priority: Pupil Achievement**

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- Statewide assessments (i.e., California Assessment of Student Performance and Progress [CAASPP], Science California Standards Tests); and
- The percentage of pupils who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study

#### California Assessment of Student Performance and Progress Results for All Students (School Year 2014-15)

Subject	Percent of Students Meeting or Exceeding the State Standards (grades 3-8 and 11)					
	School	District	State			
English Language Arts/Literacy	14	37	44			
Mathematics	8	29	33			

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### CAASPP Assessment Results - English Language Arts (ELA) Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

			f Students	•	Percent of Students				
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	
All Students	4	3	0	0.0					
	5	1	0	0.0					
	6	1	1	100.0					
	7	8	2	25.0					
	8	6	1	16.7					
	11	26	10	38.5					
Male	4	3	0	0.0					
	5	1	0	0.0					
	7	8	1	12.5					
	8	6	1	16.7					
	11	26	3	11.5					
Female	4	3	0	0.0					
	6	1	1	100.0					
	7	8	1	12.5					
	8	6	0	0.0					
	11	26	7	26.9					
American Indian or Alaska Native	7	8	0	0.0					
	8	6	0	0.0					
	11	26	0	0.0					
Hispanic or Latino	7	8	2	25.0					
	8	6	1	16.7					
	11	26	5	19.2					
White	4	3	0	0.0					

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Dack to Agenua		Number o	f Students	Percent of Students						
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded		
	5	1	0	0.0						
	7	8	0	0.0						
	11	26	5	19.2						
Socioeconomically Disadvantaged	7	8	1	12.5						
	8	6	1	16.7						
	11	26	6	23.1						
English Learners	11	26	3	11.5						
Students with Disabilities	11	26	0	0.0						
Foster Youth	4									
	5									
	6									
	7									
	8									
	11									

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

CAASPP Assessment Results - Mathematics
Disaggregated by Student Groups, Grades Three through Eight and Eleven (School Year 2014-15)

		Number o				rcent of Stude	nts	
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
All Students	4	3	0	0.0				
	5	1	0	0.0				
	6	1	1	100.0				
	7	8	2	25.0				
	8	6	2	33.3				
	11	26	8	30.8				
Male	4	3	0	0.0				
	5	1	0	0.0				
	7	8	1	12.5				
	8	6	1	16.7				
	11	26	2	7.7				
Female	4	3	0	0.0				
	6	1	1	100.0				
	7	8	1	12.5				
	8	6	1	16.7				
	11	26	6	23.1				

Back to Agenda

Back to Agenda		Number o	f Students		Pei	rcent of Stude	nts	
Student Group	Grade	Enrolled	Tested	Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded
Black or African American	8	6	1	16.7				
American Indian or Alaska Native	7	8	0	0.0				
	8	6	0	0.0				
	11	26	0	0.0				
Hispanic or Latino	7	8	2	25.0				
	8	6	1	16.7				
	11	26	4	15.4				
White	4	3	0	0.0				
	5	1	0	0.0				
	7	8	0	0.0				
	11	26	4	15.4				
Socioeconomically Disadvantaged	7	8	1	12.5				
	8	6	2	33.3				
	11	26	5	19.2				
English Learners	11	26	2	7.7				
Students with Disabilities	11	26	0	0.0				
Foster Youth	4							
	5							
	6							
	7							
	8							
	11							

Double dashes (--) appear in the table when the number of students is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: The number of students tested includes students that did not receive a score; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using students with scores.

#### California Standards Tests for All Students in Science (Three-Year Comparison)

		Percent of Students Scoring at Proficient or Advanced (meeting or exceeding the state standards)							
Subject	School			District			State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
Science (grades 5, 8, and 10)				51	48	45	59	60	56

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Back to Agenda California Standards Tests Results by Student Group in Science (School Year 2014-15)

Student Group	Percent of Students Scoring at Proficient or Advanced
All Students in the LEA	45
All Students at the School	
Male	
Female	
Black or African American	
American Indian or Alaska Native	
Filipino	
Hispanic or Latino	
White	
Socioeconomically Disadvantaged	
English Learners	
Students with Disabilities	
Foster Youth	

Note: Scores are not shown when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### Career Technical Education Programs (School Year 2014-15)

#### **Career Technical Education Participation (School Year 2014-15)**

Measure	CTE Program Participation
Number of pupils participating in CTE	0
% of pupils completing a CTE program and earning a high school diploma	0
% of CTE courses sequenced or articulated between the school and institutions of postsecondary education	0

#### Courses for University of California and/or California State University Admission

UC/CSU Course Measure	Percent
2014-15 Students Enrolled in Courses Required for UC/CSU Admission	0
2013-14 Graduates Who Completed All Courses Required for UC/CSU Admission	0

## **State Priority: Other Pupil Outcomes**

The SARC provides the following information relevant to the Other Pupil Outcomes State Priority (Priority 8):

• Pupil outcomes in the subject areas of English, mathematics, and physical education.

#### Back to Agenda California High School Exit Examination Results for Grade Ten Students (Three-Year Comparison)

			Percent of	Students S	coring at P	roficient or	Advanced		
Subject	School			District			State		
	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15
English-Language Arts		20		60	41	49	57	56	58
Mathematics		38		57	52	52	60	62	59

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California High School Exit Examination Grade Ten Results by Student Group (School Year 2014-15)

	Engl	ish-Language	Arts	Mathematics			
Group	Percent Not Proficient	Percent Proficient	Percent Advanced	Percent Not Proficient	Percent Proficient	Percent Advanced	
All Students in the LEA	51	27	22	48	33	19	
All Students at the School	0	0	0	0	0	0	

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

#### California Physical Fitness Test Results (School Year 2014-15)

Grade	Percer	nt of Students Meeting Fitness Star	dards
Level	Four of Six Standards	Five of Six Standards	Six of Six Standards

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

# C. Engagement

#### **State Priority: Parental Involvement**

The SARC provides the following information relevant to the Parental Involvement State Priority (Priority 3):

• Efforts the school district makes to seek parent input in making decisions for the school district and each schoolsite.

#### **Opportunities for Parental Involvement (Most Recent Year)**

Parents are key partners in the delivery of a Home School education. They are actively involved in their child's education through daily assignments, educational field trips and district sponsored activities. The nature of this program thrives on parent support and involvement. Parents are also invited to visit the Home School resource center to utilize additional resources and provide support to other parents.

#### State Priority: Pupil Engagement

The SARC provides the following information relevant to the Pupil Engagement State Priority (Priority 5):

- High school dropout rates; and
- High school graduation rates.

#### Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

In diantan		School			District			State	
Indicator	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14	2011-12	2012-13	2013-14
Dropout Rate	27.80	31.80	61.90	17.50	19.00	26.80	13.10	11.40	11.50
Graduation Rate	50.00	27.27	28.57	76.32	70.69	65.18	78.87	80.44	80.95

#### Back to Agenda Completion of High School Graduation Requirements (Graduating Class of 2014)

Crown		Graduating Class of 2014				
Group	School	District	State			
All Students	60	76.19	84.6			
Black or African American		66.67	76			
American Indian or Alaska Native	100	25	78.07			
Asian			92.62			
Filipino			96.49			
Hispanic or Latino	22.22	72.55	81.28			
Native Hawaiian/Pacific Islander			83.58			
White	90	85.11	89.93			
Two or More Races			82.8			
Socioeconomically Disadvantaged		63.64	61.28			
English Learners		56.25	50.76			
Students with Disabilities	36.36	70.18	81.36			
Foster Youth						

# **State Priority: School Climate**

The SARC provides the following information relevant to the School Climate State Priority (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

#### **Suspensions and Expulsions**

Data	School				District		State			
Rate	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	2012-13	2013-14	2014-15	
Suspensions	0.00	0.00	0.00	0.88	3.50	9.97	5.07	4.36	3.80	
Expulsions	0.00	0.00	0.00	0.38	0.31	0.00	0.13	0.10	0.09	

#### School Safety Plan (Most Recent Year)

The nature of the Home School does not create the same need for a safety plan as the students and parents do the majority of their activities in their homes. When students are involved in regular school programs and activities, they are under the plans of the school they are attending at the time. All schools in the Colusa Unified School District have adopted safety plans which are reviewed on an annual basis.

# **D. Other SARC Information**

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

#### Adequate Yearly Progress Overall and by Criteria (School Year 2014-15)

AYP Criteria	School	District	State
Made AYP Overall	Yes	No	Yes
Met Participation Rate: English-Language Arts	Yes	No	Yes
Met Participation Rate: Mathematics	Yes	Yes	Yes
Met Percent Proficient: English-Language Arts	N/A	N/A	N/A
Met Percent Proficient: Mathematics	N/A	N/A	N/A
Met Attendance Rate	N/A	Yes	Yes
Met Graduation Rate	N/A	Yes	Yes

#### Federal Intervention Program (School Year 2015-16)

Indicator	School	District
Program Improvement Status		In Pl
First Year of Program Improvement		2011-2012
Year in Program Improvement*		Year 3
Number of Schools Currently in Program Improvement	N/A	3
Percent of Schools Currently in Program Improvement	N/A	75.0

Note: Cells with N/A values do not require data.

#### Average Class Size and Class Size Distribution (Elementary)

		201	2-13			2013-14			2014-15			
Grade	Avg.	Num	nber of Cla	sses	Avg.	Nun	nber of Cla	sses	Avg.	Nun	nber of Cla	sses
Level	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+	Class Size	1-20	21-32	33+
к	1	1			1	2						
1	1	2										
2	1	3										
3	1	1			2	2						
4	1	1			1	1						
5	1	3			1	2						
6	1	1			1	3						

Note: Number of classes indicates how many classes fall into each size category (a range of total students per class).

#### Average Class Size and Class Size Distribution (Secondary)

		2012-13				2013-14			2014-15			
Subject	Avg.	Numb	er of Clas	srooms	Avg.	Numb	er of Clas	srooms	Avg.	Numb	er of Clas	srooms
,	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+	Class Size	1-22	23-32	33+
English												
Mathematics												
Science												
Social Science												

Note: Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

#### Back to Agenda Academic Counselors and Other Support Staff (School Year 2014-15)

Title	Number of FTE Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	As Needed	As Needed
Counselor (Social/Behavioral or Career Development)	As Needed	N/A
Library Media Teacher (Librarian)	0	N/A
Library Media Services Staff (Paraprofessional)	0	N/A
Psychologist	0	N/A
Social Worker	As Needed	N/A
Nurse	As Needed	N/A
Speech/Language/Hearing Specialist	As Needed	N/A
Resource Specialist	As Needed	N/A
Other	0	N/A

Note: Cells with N/A values do not require data. One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

#### Expenditures per Pupil and School Site Teacher Salaries (Fiscal Year 2013-14)

		Expenditures Per Pupil				
Level	Total	Supplemental/ Restricted	Basic/ Unrestricted	Teacher Salary		
School Site	5891	1393	4498	66533		
District	N/A	N/A	5534	\$63,189		
Percent Difference: School Site and District	N/A	N/A	-18.7	11.4		
State	N/A	N/A	\$5,348	\$59,460		
Percent Difference: School Site and State	N/A	N/A	-17.5	14.8		

Note: Cells with N/A values do not require data.

#### Types of Services Funded (Fiscal Year 2014-15)

Colusa Alternative Home School spends its funds as follows: Teacher and Administrative Pay include the salaries and benefits for teachers, superintendents, principals, and other directors or supervisors. Direct Instruction includes instructional aides, textbooks, field trips, music and art consultants and other instructional materials. Instructional Support includes all clerical and support staff. Pupil Services includes physical and mental health professionals and attendance clerks. Maintenance and Operations covers the costs of repair, replacement, and upkeep of the buildings and grounds. Transportation includes the cost of bus drivers and other transportation costs.

#### Teacher and Administrative Salaries (Fiscal Year 2013-14)

Category	District Amount	State Average for Districts In Same Category
Beginning Teacher Salary	\$44,076	\$38,953
Mid-Range Teacher Salary	\$59,165	\$57,103
Highest Teacher Salary	\$78,091	\$74,127
Average Principal Salary (Elementary)	\$109,030	\$90,225
Average Principal Salary (Middle)	\$100,661	\$98,146
Average Principal Salary (High)	\$114,639	\$97,758
Superintendent Salary	\$136,475	\$117,803
Percent of Budget for Teacher Salaries	39%	34%
Percent of Budget for Administrative Salaries	7%	7%

For detailed information on salaries, see the CDE Certificated Salaries & Benefits Web page at http://www.cde.ca.gov/ds/fd/cs/.

# Back to Agenda Advanced Placement (AP) Courses (School Year 2014-15)

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science		N/A
English		N/A
Fine and Performing Arts		N/A
Foreign Language		N/A
Mathematics		N/A
Science		N/A
Social Science		N/A
All courses		

\* Cells with N/A values do not require data. Where there are student course enrollments.

#### **Professional Development (Most Recent Three Years)**

Staff development during the 2013-14 school year was provided during 3 district pre-service days, 3 state-funded buyback days, Wednesday collaboration activities, and through various opportunities incorporated into the district's K-12 Staff Development Plans. In addition, Home School staff pursued a variety of workshops and graduate courses specific to their subject areas taught and professional goals.

The primary focus during 13/14 was instructional improvements. Teahers are working on strategies to implement best practice instruction in the classroom, increase engagement, and scaffold learning for higher achievement. Teacher support is provided through a system of peer and Principal feedback.