

COLUSA UNIFIED SCHOOL DISTRICT

745 Tenth Street

Colusa, CA 95932

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

AGENDA

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

August 25, 2015

7:00 p.m. Open Session with Closed Session to Follow

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

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

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

7:00 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. 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*

F. Information/Discussion/Possible Action Items

1. Consider Approval of Board Policies and Administrative Regulations:

- a. Plaza Comunitaria Valentina
- b. CCOE Lease Agreement for BPS Kindergarten Building
- c. Second Reading & Possible Adoption of BP 0440 – District Technology Plan
- d. Second Reading & Possible Adoption of AR 0440 – District Technology Plan
- e. Second Reading & Possible Adoption of AR 1220 – Citizen Advisory Committee
- f. Second Reading & Possible Adoption of BP 1240 - Volunteer Assistance
- g. Second Reading & Possible Adoption of AR 1240 – Volunteer Assistance
- h. Second Reading & Possible Adoption of BP 3100 – Budget
- i. Second Reading of AR 3100 – Budget
- j. Second Reading & Possible Adoption of AR 4112.4/4212.4/4312.4 – Health Examinations
- k. Second Reading & Possible Adoption of AR 4112.5/4212.5/4312.5 – Criminal Record Check

- l. Second Reading & Possible Adoption of E 4112.5/4212.5/4312.5 – Criminal Record Check
- m. Second Reading & Possible Adoption of BP 4118 – Dismissal/Suspension/Disciplinary Action
- n. Second Reading & Possible Adoption of AR 4118 – Dismissal/Suspension/Disciplinary Action
- o. Second Reading & Possible Adoption of AR 4161.1/4361.1 – Personal Illness/Injury Leave (Certificated)
- p. Second Reading & Possible Adoption of AR 4161.2/4261.2/4361.2 – Personal Leaves
- q. Second Reading & Possible Adoption of AR 4261.1 – Personal Illness/Injury Leave (Classified)
- r. Second Reading & Possible Adoption of BP 5125 – Student Records
- s. Second Reading & Possible Adoption of AR 5125 – Student Records
- t. Second Reading & Possible Adoption of AR 5141 – Health Care and Emergencies
- u. Second Reading & Possible Adoption of AR 5141.21 – Administering Medication & Monitoring Health Conditions
- v. Second Reading & Possible Adoption of AR 5141.3 – Health Examinations
- w. Second Reading & Possible Adoption of BP 5141.4 – Child Abuse Prevention & Reporting
- x. Second Reading & Possible Adoption of AR 5141.4 – Child Abuse Prevention & Reporting
- y. Second Reading & Possible Adoption of BP 5144.1 - Suspension & Expulsion/Due Process
- z. Second Reading & Possible Adoption of AR 5144.1 – Suspension & Expulsion/Due Process
- aa. Second Reading & Possible Adoption of AR 6145.2 – Athletic Competition
- bb. Second Reading & Possible Adoption of BP 6158 – Independent Study
- cc. Second Reading & Possible Adoption of AR 6158 – Independent Study
- dd. Second Reading & Possible Adoption of AR 6162.51 – State Academic Achievement Tests
- ee. Second Reading & Possible Adoption of AR 6173 – Education for Homeless Children
- ff. First Reading of BP 0420 – School Plans/Site Councils
- gg. First Reading of AR 0420 – School Plans/Site Councils
- hh. First Reading of BP 1312.3 – Uniform Complaint Procedures
- ii. First Reading of AR 1312.3 – Uniform Complaint Procedures
- jj. First Reading of BP 4040 – Employee Use of Technology
- kk. First Reading of BP 4131 – Staff Development
- ll. First Reading BP 4161.8, 4261.8, 4361.8 – Family Care & Medical Leave
- mm. First Reading of BP 4231 – Staff Development
- nn. First Reading of BP 5121 – Grades/Evaluation of Student Achievement
- oo. First Reading of BP 5131.2 – Bullying
- pp. First Reading of BP 5148.2 – Before/After School Programs
- qq. First Reading of AR 5148.2 – Before/After School Programs
- rr. First Reading of BP 5148.3/BP 6163.4 – Student Use of Technology
- ss. First Reading of E 6163.4 – Student Use of Technology
- tt. First Reading of BB 9100 – Annual Organizational Meeting
- uu. Acceptance of bid for CHS Ag Barn Construction - Measure A Bond Funded
- vv. Consider Approval of Amendment of Hazmat Agreement
- ww. Consider Approval of Agreement with Synthesis Partners for Phase 1B work at Colusa High School – Measure A Bond Funded (Gym HVAC & Restrooms Remodel)

- xx. Consider Approval of Agreement with Architectural Nexus for Phase 1B Work at Burchfield Primary School – Measure A Bond Funded (Paving, Portable Classroom and Restroom Remodels)

G. Motion to Approve Items on the Consent Action Agenda

- 1. Consider Approval of Consent Agenda: Regular and Customary Business Items:
 - a. Personnel Assignment Order #2

H. Adjournment of the Meeting

AGREEMENT

This Agreement (“Agreement”), dated for reference purposes this **25th day of August, 2015** is made by and between the Colusa County Office of Education, a public entity (“Superintendent”) and Colusa Unified School District, a public entity (“District”).

RECITALS

A. The District is the owner of certain real property commonly known as the James M. Burchfield Primary School, Colusa Unified Kindergarten Block; containing the Superintendent’s Children’s Center/Head Start Buildings (the “Kindergarten Block”).

B. The Superintendent has control of certain real property located at the James M. Burchfield Primary School identified as the Special Education Annex (the “Special Ed Annex”).

C. The parties previously entered into a lease agreement dated August 19, 2003 (the “Lease”) whereby the District leased a portion of the Kindergarten Block to Superintendent for the purpose of constructing and maintaining a child development center on the site. In exchange, Superintendent granted to District the right to use the Special Ed Annex.

D. The District continues to occupy the Special Ed Annex as outlined in the Lease, and the Superintendent continues to occupy a portion of the Kindergarten Block as outlined in the Lease.

E. The parties recognize that it is in the best interest of each party to initiate proceedings to reconcile their respective interests in each of the buildings with the District’s ownership of the real property.

F. The parties desire to establish a provisional lease to allow for each party’s continued use of the respective buildings, pending the parties efforts to negotiate a transfer of clear title to the Superintendent of all or a portion of the Kindergarten Block, and to the District all of the Special Ed Annex.

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. Lease.

Superintendent shall lease to District and District shall lease the Special Ed Annex from Superintendent, and District shall lease to Superintendent and Superintendent shall lease a portion of the Kindergarten Block identified as the Superintendent’s Children’s Center/Head Start Buildings from District, on the terms, covenants, agreements, and conditions as hereinafter set forth.

2. Term.

The term of this lease shall be for ten (10) years, and shall commence September 1, 2015 (“Commencement Date”) and terminate on August 31, 2025 (the “Term”), unless terminated sooner as outlined herein.

3. Rent.

Neither party shall be required to pay rent or any other fees for the lease/use of the designated premises.

4. Use.

The parties shall use their respective premises for educational programs, services and related programs and services under the jurisdiction of each party.

5. Maintenance and Costs.

Each party shall be responsible for all maintenance and repairs to their respective leased premises. Each party shall pay its own utility costs. Upon written approval from the other Party, each party may make improvements to each of their premises, both temporary and permanent, including but not limited to utilities, sidewalks, fencing, landscaping, electrical, data processing, fire life safety and other improvements, and in doing so shall comply with all applicable federal, state and local regulations pertaining to such improvements in conjunction with the current and intended use of the premises.

6. Insurance and Indemnification.

Each party shall maintain self-insurance and/or insurance through the established insurance consortium or other insurance company serving a party or the parties. Each party shall indemnify and save harmless the other from all claims, damages, or liabilities due to property damage or personal injury arising from each party’s use or occupation of their respective building, unless the proximate cause of such claim, damage or liability is the sole negligence of the other party.

7. Transfer of Real Property.

7.1. Surplus. The parties understand and agree that, subject to potential rezoning, the current use of all of the real property and facilities creates a limited market value. The parties further understand and agree that maximizing the market value of the District’s real property, including improvements constructed thereon by Superintendent, requires the parties to declare the property as surplus, comply with surplus real property disposal provisions set forth in Education Code Section 17455 et seq., and that the current and long term projected uses of the designated facilities and real property that support those facilities, and costs associated with

abandoning or repurposing the facilities and/or moving each parties current operation to other locations, makes it impractical and not feasible for the foreseeable future to declare the property surplus and dispose of the property accordingly.

7.2. Duty to Negotiate. The parties hereby agree to negotiate in good faith to establish a real property and improvement transfer agreement whereby Superintendent acquires title to that portion of the Kindergarten Block currently supporting Superintendent's Children's Center/Head Start Building, and District acquires clean title to the Special Ed Annex, thereby resolving all issues and conflicts that exist as a result of the District's ownership of the underlying real property and the Superintendent's control of the physical structures.

The parties shall commence negotiations within 60 days of the execution of this Agreement, and shall equally share all costs associated with title reports, surveys, applications, and any costs or fees associated with the prospective transfer. The parties agree to make all reasonable efforts to complete any prospective transfer on or before December 31, 2016.

8. Early Termination. In the event the parties successfully reach an agreement on mutually beneficial transfers and on completion of the process whereby title is transferred and recorded accordingly, this lease shall automatically terminate. In the event of such termination, each party's obligation to indemnify the other in accordance herein, for claims that arise as a result of activities that occurred during the Lease and before transfer of title shall survive termination of this Agreement, but such obligation shall expire three (3) years from the date of the termination of this Agreement.

9. General Provisions.

9.1. Waiver. The waiver by either party of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

9.2. Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind heirs, successors, executors, administrators and assigns of the parties hereto.

9.3. Attorneys' Fees. In any litigation or arbitration of disputes arising under this Lease the prevailing party shall recover reasonable costs, including attorneys' fees.

9.4. Notices. Wherever this Lease requires or permits notice or demand to be given by either party to the other, such notice or demand shall be in writing and given or served either personally or in writing forwarded by certified mail, return receipt requested, postage prepaid to the following addresses, or at such other address as either party may hereafter specify in writing.

- Superintendent - Colusa County Office of Education
345 5th Street
Colusa, CA 95932
Attn: Mike West, Superintendent

- District - Colusa Unified School District
Address: _____
Attn: _____

Delivery of notice to an employee of District at said address shall constitute personal service to District.

9.5. Amendment. This Lease may be amended, modified, or supplemented only by a writing signed by all parties.

9.6. Authority of District. District represents and warrants it is fully authorized to enter into this Agreement and comply with the terms and conditions expressed herein.

IN WITNESS WHEREOF, we have hereunto set our hands the day and year first above written.

SUPERINTENDENT:

Colusa County Office of Education

By: _____
**Michael P. West, Colusa County
Superintendent of Schools**

DISTRICT:

Colusa Unified School District

By: _____
Title: _____

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0420(a)

SCHOOL PLANS/SITE COUNCILS

The Governing Board believes that comprehensive planning that is aligned with the district's local control and accountability plan (LCAP) is necessary at each school, in order to focus school improvement efforts on student academic achievement and facilitate the effective use of available resources. The Superintendent or designee shall ensure that school plans provide clear direction and identify cohesive strategies aligned with school and district goals.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0400 - Comprehensive Plans)

(cf. 0460 - Local Control and Accountability Plan)

Each district school shall establish a school site council in accordance with Education Code 52852 and the accompanying administrative regulation to develop, review, and approve school plans.

For any school that participates in specified state and/or federal categorical programs, the school site council or other schoolwide advisory committee shall consolidate the plans required for those categorical programs into a single plan for student achievement (SPSA). (Education Code 64001)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 1220 - Citizen Advisory Committees)

(cf. 1431 - Waivers)

(cf. 6020 - Parent Involvement)

(cf. 6171 - Title I Programs)

(cf. 6174 - Education for English Language Learners)

(cf. 6190 - Evaluation of the Instructional Program)

BP 0420(b)

SCHOOL PLANS/SITE COUNCILS (continued)

As appropriate, a school may incorporate any other school program into the SPSA. (Education Code 64001)

The Superintendent or designee shall review each school's SPSA to ensure that it meets the content requirements for all programs included, is based on an analysis of current practices and student academic performance, and reasonably links improvement strategies to identified needs of the school and its students. He/she shall also ensure that specific actions included in the district's LCAP are consistent with the strategies identified in each school's SPSA.

The Board shall, at a regularly scheduled Board meeting, review and approve each school's SPSA and any subsequent material revisions affecting the academic programs for students participating in the categorical programs addressed in the SPSA. The Board shall certify that, to the extent allowable under federal law, the SPSA is consistent with district local improvement plans required as a condition of receiving federal funding. (Education Code 64001)

Whenever the Board does not approve a school's SPSA, it shall communicate its specific reasons for disapproval of the plan to the school site council or committee. The school site council or committee shall then revise and resubmit the SPSA to the Board for its approval. (Education Code 52855)

BP 0420(c)

SCHOOL PLANS/SITE COUNCILS (continued)

Legal Reference:

EDUCATION CODE

52-53 *Designation of schools*

33133 *Information guide for school site councils*

35147 *Open meeting laws exceptions*

41540-41544 *Targeted instructional improvement block grants*

52060-52077 *Local control and accountability plan*

52176 *Advisory committees*

52852 *School site councils*

54000-54028 *Educationally Disadvantaged Youth Programs*

54425 *Advisory committees (compensatory education)*

56000-56867 *Special education*

64000 *Categorical programs included in consolidated application*

64001 *Single school plan for student achievement, consolidated application programs*

CODE OF REGULATIONS, TITLE 5

3930-3937 *Compliance plans*

UNITED STATES CODE, TITLE 20

6311 *Accountability, adequate yearly progress*

6312-6319 *Title I programs; plans*

6421-6472 *Programs for neglected, delinquent, and at-risk children and youth*

6601-6651 *Teacher and Principal Training and Recruitment program*

6801-7014 *Limited English proficient and immigrant students*

7101-7165 *Safe and Drug-Free Schools and Communities*

7341-7355c *Rural Education Initiative*

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Guide for Developing the Single Plan for Student Achievement: A Resource for the School Site Council, February 2014

WEST ED PUBLICATIONS

California Healthy Kids Survey

California School Climate Survey

WEB SITES

California Department of Education, Single Plan for Student Achievement:

<http://www.cde.ca.gov/nclb/sr/le/singleplan.asp>

U.S. Department of Education: <http://www.ed.gov>

WestEd: <http://www.wested.org>

Philosophy, Goals, Objectives, and Comprehensive Plans

AR 0420(a)

SCHOOL PLANS/SITE COUNCILS**School Site Councils**

Each school shall have a school site council composed of the following: (Education Code 52852)

1. The principal
2. Teachers selected by the school's teachers
3. Other school personnel selected by the school's other personnel
4. Parent/guardian representatives, who may include parents/guardians of students attending the school and/or community members, selected by parents/guardians of students attending the school
5. If the school is a secondary school, students attending the school selected by other such students

Half of the school site council membership shall consist of school staff, the majority of whom shall be classroom teachers. For an elementary school site council, the remaining half shall be parent/guardian representatives. For a secondary school site council, the remaining half shall be equal numbers of parent/guardian representatives and students. (Education Code 52852)

AR 0420(b)

SCHOOL PLANS/SITE COUNCILS (continued)

A district employee may serve as a parent/guardian representative on the school site council of the school his/her child attends, provided the employee does not work at that school. (Education Code 52852)

The bylaws of each school site council shall include the method of selecting members and officers, terms of office, responsibilities of council members, time commitment, and a policy of nondiscrimination.

School site councils may function on behalf of other committees in accordance with law. (Education Code 52176, 54425; 5 CCR 3932)

School site councils shall operate in accordance with procedural meeting requirements established in Education Code 35147.

(cf. 1220 - Citizen Advisory Committees)

Single Plan for Student Achievement

Any district school that shall participate in any state or federal categorical program specified in Education Code 64000 on an ongoing basis shall have a school site council which shall approve and annually review and update a single plan for student achievement (SPSA). If the school does not have a school site council, these responsibilities shall be fulfilled by a schoolwide advisory group or school support group conforming to the composition requirements of the school site council listed in the section "School Site Councils" above. (Education Code 64001)

(cf. 1431 - Waivers)
(cf. 6020 - Parent Involvement)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)

AR 0420(c)

SCHOOL PLANS/SITE COUNCILS (continued)

(cf. 6184 - Continuation Education)

The SPSA shall be developed with the review, advice, and certification of any applicable school advisory committees. (Education Code 64001)

Such groups may include, but are not limited to, a parent advisory committee established to review and comment on the district's local control and accountability plan (LCAP); advisory committees established for English learner and special education programs; Western Association of Schools and Colleges leadership teams; district or school liaison teams for schools identified for program improvement; and other committees established by the school or district.

(cf. 0460 - Local Control and Accountability Plan)
(cf. 0520.2 - Title I Program Improvement Schools)
(cf. 6190 - Evaluation of the Instructional Program)

The SPSA shall be aligned with the district's LCAP and school goals for improving student achievement. School goals shall be based on an analysis of verifiable state data identified pursuant to law, and may consider any other data developed by the district to measure student achievement. (Education Code 52062, 64001)

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6162.52 - High School Exit Examination)

The SPSA shall, at a minimum: (Education Code 64001)

1. Address how funds provided to the school through specified categorical programs will be used to improve the academic performance of all students to the level of the performance goals established by law

2. Identify the means of evaluating the school's progress toward accomplishing those goals

AR 0420(d)

SCHOOL PLANS/SITE COUNCILS (continued)

3. Identify how state and federal law governing the categorical programs will be implemented

In addition to meeting the requirements common to all applicable school plans, the SPSA shall address any content required by law for each individual categorical program in which the school participates.

In developing or revising the SPSA, the school site council or other schoolwide advisory group or school support group shall:

1. Analyze student achievement data. Using measures of student academic performance, the school shall identify significant patterns of low performance in particular content areas, student groups, and/or individual students and determine which data summaries to include in the plan as most informative and relevant to school goals.
2. Assess the effectiveness of the school's instructional program in relation to the analysis of student data.
3. Identify a limited number of achievement goals and key improvement strategies to achieve the goals. School goals shall reflect the needs identified at the school site while aligning with goals identified in federally required district plans. The school shall specify the student group(s) on which each goal is focused, the methods or practices that will be used to reach the goal, and the criteria that will be used to determine if the goal is achieved.

AR 0420(e)

SCHOOL PLANS/SITE COUNCILS (continued)

4. Define timelines, personnel responsible, proposed expenditures, and funding sources to implement the SPSA.

The school site council or other schoolwide group shall approve the proposed SPSA at a meeting for which public notice has been posted and then submit the SPSA to the Governing Board for approval. (Education Code 35147, 64001)

The school site council or other schoolwide group shall regularly monitor the implementation and effectiveness of the SPSA and modify any activities that prove ineffective. At least once per year, the principal or designee shall evaluate results of improvement efforts and report to

the Board, school site council, advisory committees, and other interested parties regarding progress toward school goals.

The school site council or other schoolwide group may amend the SPSA at any time. Any revisions that would substantively change the academic programs funded through the consolidated application shall be submitted to the Board for approval.

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Community Relations

BP 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

BP 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

The Governing Board recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. To resolve complaints which cannot be resolved through such informal process, the Board shall adopt the uniform system of complaint processes specified in 5 CCR 4600-4670 and the accompanying administrative regulation.

The district's uniform complaint procedures (UCP) shall be used to investigate and resolve the following complaints:

1. Any complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs (5 CCR 4610)

(cf. 3553 - Free and Reduced Price Meals)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5148 - Child Care and Development)
(cf. 6159 - Individualized Education Program)
(cf. 6171 - Title I Programs)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)
(cf. 6178 - Career Technical Education)
(cf. 6178.1 - Work-Based Learning)
(cf. 6178.2 - Regional Occupational Center/Program)
(cf. 6200 - Adult Education)

2. Any complaint alleging the occurrence of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) against any person, based on his/her actual or perceived characteristics of race or ethnicity, color, ancestry, nationality, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity, gender expression, or genetic information, or any other characteristic identified in Education Code 200 or 220, Government Code 11135, or Penal Code 422.55, or based on his/her association with a person or group with one or more of these actual or perceived characteristics, in district programs and activities, including, but not limited to, those funded directly by or that receive or benefit from any state financial assistance (5 CCR 4610)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4031 - Complaints Concerning Discrimination in Employment)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

BP 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

3. Any complaint alleging district violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities (5 CCR 4610)

(cf. 3260 - Fees and Charges)
(cf. 3320 - Claims and Actions Against the District)

4. Any complaint alleging that the district has not complied with legal requirements related to the implementation of the local control and accountability plan (Education Code 52075)

(cf. 0460 - Local Control and Accountability Plan)

5. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy
6. Any other complaint as specified in a district policy

The Board recognizes that alternative dispute resolution (ADR) can, depending on the nature of the allegations, offer a process to reach a resolution to the complaint that is agreeable to all parties. One type of ADR is mediation, which shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. The Superintendent or designee shall ensure that the use of ADR is consistent with state and federal laws and regulations.

BP 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

The district shall protect all complainants from retaliation. In investigating complaints, the confidentiality of the parties involved shall be protected as required by law. As appropriate for any complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the Superintendent or designee shall keep confidential

the identity of the complainant and/or the subject of the complaint, if he/she is different from the complainant, as long as the integrity of the complaint process is maintained.

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 5125 - Student Records)
(cf. 9011 - Disclosure of Confidential/Privileged Information)

When an allegation that is not subject to the UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency and shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and related requirements, including the steps and timelines specified in this policy and the accompanying administrative regulation.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The Superintendent or designee shall maintain records of all UCP complaints and the investigations of those complaints. All such records shall be destroyed in accordance with applicable state law and district policy.

(cf. 3580 - District Records)

Non-UCP Complaints

BP 1312.3(e)

UNIFORM COMPLAINT PROCEDURES (continued)

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services, the County Protective Services Division, and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging employment discrimination shall be sent to the California Department of Fair Employment and Housing and the compliance officer shall notify the complainant by first class mail of the transfer.
4. Any complaint alleging fraud shall be referred to the California Department of

Education.

In addition, the district's Williams Uniform Complaint Procedures, AR 1312.4, shall be used to investigate and resolve any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, or teacher vacancies and misassignments. (Education Code 35186)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

Legal Reference: (see next page)

BP 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18203 School libraries

32289 School safety plan, uniform complaint procedures

35186 Williams uniform complaint procedures

48985 Notices in language other than English

49010-49013 Student fees

49060-49079 Student records

49490-49590 Child nutrition programs

52060-52077 Local control and accountability plan, especially

52075 Complaint for lack of compliance with local control and accountability plan requirements

52160-52178 Bilingual education programs

52300-52490 Career technical education

52500-52616.24 Adult schools

52800-52870 School-based program coordination

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56867 Special education programs

59000-59300 Special schools and centers

64000-64001 Consolidated application process

GOVERNMENT CODE

11135 Nondiscrimination in programs or activities funded by state

12900-12996 Fair Employment and Housing Act

PENAL CODE

422.55 Hate crime; definition

422.6 Interference with constitutional right or privilege

CODE OF REGULATIONS, TITLE 5

3080 Application of section

4600-4687 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

6301-6577 Title I basic programs

6801-6871 Title III language instruction for limited English proficient and immigrant students

7101-7184 Safe and Drug-Free Schools and Communities Act

7201-7283g Title V promoting informed parental choice and innovative programs

7301-7372 Title V rural and low-income school programs
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
794 Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000e-17 Title VI and Title VII Civil Rights Act of 1964, as amended
2000h-2-2000h-6 Title IX of the Civil Rights Act of 1964
6101-6107 Age Discrimination Act of 1975

Legal Reference continued: (see next page)

BP 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

Legal Reference: (continued)

CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy Act
100.3 Prohibition of discrimination on basis of race, color or national origin
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
106.9 Notification of nondiscrimination on basis of sex
110.25 Notification of nondiscrimination on the basis of age

Management Resources:

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Title IX Coordinators, April 2015
Questions and Answers on Title IX and Sexual Violence, April 2014
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
Dear Colleague Letter: Sexual Violence, April 2011
Dear Colleague Letter: Harassment and Bullying, October 2010
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
U.S. DEPARTMENT OF JUSTICE PUBLICATIONS
Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 2002
WEB SITES
CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
Family Policy Compliance Office: <http://familypolicy.ed.gov>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>
U.S. Department of Justice: <http://www.justice.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Community Relations

AR 1312.3(a)

UNIFORM COMPLAINT PROCEDURES

Except as the Governing Board may otherwise specifically provide in other district policies, these general uniform complaint procedures (UCP) shall be used to investigate and resolve only the complaints specified in BP 1312.3.

(cf. 1312.1 - Complaints Concerning District Employees)

(cf. 1312.2 - Complaints Concerning Instructional Materials)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 4031 - Complaints Concerning Discrimination in Employment)

Compliance Officers

The district designates the individual(s) identified below as the employee(s) responsible for coordinating the district's response to complaints and for complying with state and federal civil rights laws. The individual(s) also serve as the compliance officer(s) specified in AR 5145.3 - Nondiscrimination/Harassment as the responsible employee to handle complaints regarding sex discrimination. The individual(s) shall receive and coordinate the investigation of complaints and shall ensure district compliance with law.

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

Superintendent

(title or position)

745 10th Street, Colusa, CA 95932

(address)

530.458.7791

(telephone number)

AR 1312.3(b)

UNIFORM COMPLAINT PROCEDURES (continued)

The compliance officer who receives a complaint may assign another compliance officer to investigate and resolve the complaint. The compliance officer shall promptly notify the complainant if another compliance officer is assigned to the complaint.

In no instance shall a compliance officer be assigned to a complaint in which he/she has a bias or conflict of interest that would prohibit him/her from fairly investigating or resolving the complaint. Any complaint against or implicating a compliance officer may be filed with the Superintendent or designee.

The Superintendent or designee shall ensure that employees assigned to investigate and resolve complaints receive training and are knowledgeable about the laws and programs at issue in the complaints to which they are assigned. Training provided to such designated employees shall include current state and federal laws and regulations governing the program, applicable processes for investigating and resolving complaints including those involving alleged unlawful discrimination (such as discriminatory harassment, intimidation,

or bullying), applicable standards for reaching decisions on complaints, and appropriate corrective measures. Designated employees may have access to legal counsel as determined by the Superintendent or designee.

(cf. 4331 - Staff Development)

(cf. 9124 - Attorney)

The compliance officer or, if necessary, any appropriate administrator shall determine whether interim measures are necessary during and pending the results of an investigation. If interim measures are determined to be necessary, the compliance officer or the administrator shall consult with the Superintendent, the Superintendent's designee, or, if appropriate, the site principal to implement, if possible, one or more of the interim measures. The interim measures may remain in place until the compliance officer determines that they are no longer necessary or until the district issues its final written decision, whichever occurs first.

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code 234.1)

AR 1312.3(c)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall annually provide written notification of the district's UCP, including information regarding unlawful student fees and local control and accountability plan (LCAP) requirements, to students, employees, parents/guardians, the district advisory committee, school advisory committees, appropriate private school officials or representatives, and other interested parties. (Education Code 262.3, 49013, 52075; 5 CCR 4622)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 1220 - Citizen Advisory Committees)

(cf. 3260 - Fees and Charges)

(cf. 4112.9/4212.9/4312.9 - Employee Notifications)

(cf. 5145.6 - Parental Notifications)

The annual notification and complete contact information of the compliance officer(s) may be posted on the district web site and, if available, provided through district-supported social media.

(cf. 1113 - District and School Web Sites)

(cf. 1114 - District-Sponsored Social Media)

AR 1312.3(d)

UNIFORM COMPLAINT PROCEDURES (continued)

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code 234.1 and 48985. In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

The notice shall:

1. Identify the person(s), position(s), or unit(s) responsible for receiving complaints
2. Advise the complainant of any civil law remedies that may be available to him/her under state or federal antidiscrimination laws, if applicable
3. Advise the complainant of the appeal process, including, if applicable, the complainant's right to take a complaint directly to the California Department of Education (CDE) or to pursue remedies before civil courts or other public agencies, such as the U.S. Department of Education's Office for Civil Rights (OCR) in cases involving unlawful discrimination (such as discriminatory harassment, intimidation, or bullying).
4. Include statements that:
 - a. The district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs.
 - b. The complaint review shall be completed within 60 calendar days from the date of receipt of the complaint unless the complainant agrees in writing to an extension of the timeline.
 - c. A complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) must be filed not later than six months from the date it occurred, or six months from the date the

UNIFORM COMPLAINT PROCEDURES (continued)

complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension.

- d. A student enrolled in a public school shall not be required to pay a fee for his/her participation in an educational activity that constitutes an integral fundamental part of the district's educational program, including curricular and extracurricular activities.
- e. The Board is required to adopt and annually update the LCAP in a manner that includes meaningful engagement of parents/guardians, students, and other stakeholders in the development and/or review of the LCAP.
- f. The complainant has a right to appeal the district's decision to the CDE by filing a written appeal within 15 calendar days of receiving the district's decision.
- g. The appeal to the CDE must include a copy of the complaint filed with the district and a copy of the district's decision.
- h. Copies of the district's UCP are available free of charge.

District Responsibilities

All UCP-related complaints shall be investigated and resolved within 60 calendar days of the district's receipt of the complaint unless the complainant agrees in writing to an extension of the timeline. (5 CCR 4631)

The compliance officer shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

AR 1312.3(f)

UNIFORM COMPLAINT PROCEDURES (continued)

All parties involved in the allegations shall be notified when a complaint is filed and when a decision or ruling is made. However, the compliance officer shall keep all complaints or allegations of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) confidential except when disclosure is necessary to carry out the investigation, take subsequent corrective action, conduct ongoing monitoring, or maintain the integrity of the process. (5 CCR 4630, 4964)

Filing of Complaints

The complaint shall be presented to the compliance officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

All complaints shall be filed in accordance with the following:

1. A written complaint alleging district violation of applicable state or federal law or regulations governing adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education and training programs, child care and development programs, child nutrition programs, and special education programs may be filed by any individual, public agency, or organization. (5 CCR 4630)
2. Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, any such complaint shall be filed no later than one year from the date the alleged violation occurred. (Education Code 49013, 52075; 5 CCR 4630)

AR 1312.3(g)

UNIFORM COMPLAINT PROCEDURES (continued)

3. A complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) may be filed only by a person who alleges that he/she personally suffered the unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to it. The complaint shall be initiated no later than six months from the date when the alleged unlawful discrimination occurred, or six months from the date when the complainant first obtained knowledge of the facts of the alleged unlawful discrimination. The time for filing may be extended for up to 90 days by the Superintendent or designee for good cause upon written request by the complainant setting forth the reasons for the extension. (5 CCR 4630)
4. When a complaint alleging unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) is filed anonymously, the compliance officer shall pursue an investigation or other response as appropriate, depending on the specificity and reliability of the information provided and the seriousness of the allegation.
5. When the complainant or alleged victim of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) requests confidentiality, the compliance officer shall inform him/her that the request may limit the district's ability to investigate the conduct or take other necessary action. When honoring a request for confidentiality, the district shall nevertheless take all reasonable steps to investigate and resolve/respond to the complaint consistent with the request.
6. If a complainant is unable to put a complaint in writing due to conditions such as a disability or illiteracy, district staff shall assist him/her in the filing of the complaint. (5 CCR 4600)

Mediation

AR 1312.3(h)

UNIFORM COMPLAINT PROCEDURES (continued)

Within three business days after the compliance officer receives the complaint, he/she may informally discuss with all the parties the possibility of using mediation. Mediation shall be offered to resolve complaints that involve more than one student and no adult. However, mediation shall not be offered or used to resolve any complaint involving an allegation of sexual assault or where there is a reasonable risk that a party to the mediation would feel compelled to participate. If the parties agree to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall ensure that all parties agree to make the mediator a party to relevant confidential information. The compliance officer shall also notify all parties of the right to end the informal process at any time.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the district's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. If mediation is successful and the complaint is withdrawn, then the district shall take only the actions agreed to through the mediation. If mediation is unsuccessful, the district shall then continue with subsequent steps specified in this administrative regulation.

Investigation of Complaint

Within 10 business days after the compliance officer receives the complaint, the compliance officer shall begin an investigation into the complaint.

Within one business day of initiating the investigation, the compliance officer shall provide the complainant and/or his/her representative with the opportunity to present the information contained in the complaint to the compliance officer and shall notify the complainant and/or his/her representative of the opportunity to present the compliance officer with any evidence, or information leading to evidence, to support the allegations in the complaint. Such evidence or information may be presented at any time during the investigation.

AR 1312.3(i)

UNIFORM COMPLAINT PROCEDURES (continued)

In conducting the investigation, the compliance officer shall collect all available documents and review all available records, notes, or statements related to the complaint, including any additional evidence or information received from the parties during the course of the investigation. He/she shall individually interview all available witnesses with information pertinent to the complaint, and may visit any reasonably accessible location where the relevant actions are alleged to have taken place. To investigate a complaint alleging retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the compliance officer shall interview the alleged victim(s), any alleged offenders, and other relevant witnesses privately, separately, and in a confidential manner. As necessary, additional staff or legal counsel may conduct or support the investigation.

A complainant's refusal to provide the district's investigator with documents or other evidence related to the allegations in the complaint, failure or refusal to cooperate in the investigation, or engagement in any other obstruction of the investigation may result in the dismissal of the complaint because of a lack of evidence to support the allegation. (5 CCR 4631)

In accordance with law, the district shall provide the investigator with access to records and other information related to the allegation in the complaint and shall not in any way obstruct the investigation. Failure or refusal of the district to cooperate in the investigation may result in a finding based on evidence collected that a violation has occurred and in the imposition of a remedy in favor of the complainant. (5 CCR 4631)

The compliance officer shall apply a "preponderance of the evidence" standard in determining the veracity of the factual allegations in a complaint. This standard is met if the allegation is more likely to be true than not.

Report of Findings

AR 1312.3(j)

UNIFORM COMPLAINT PROCEDURES (continued)

Unless extended by written agreement with the complainant, a final decision shall be sent to the complainant within 60 calendar days of the district's receipt of the complaint. Within 30 calendar days of receiving the complaint, the compliance officer shall prepare and send to the complainant a written report, as described in the section "Final Written Decision" below. If the complainant is dissatisfied with the compliance officer's decision, he/she may, within five business days, file his/her complaint in writing with the Board.

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision shall be final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

Final Written Decision

The district's decision on how it will resolve the complaint shall be in writing and shall be sent to the complainant. (5 CCR 4631)

AR 1312.3(k)

UNIFORM COMPLAINT PROCEDURES (continued)

In consultation with district legal counsel, information about the relevant part of a decision may be communicated to a victim who is not the complainant and to other parties that may be involved in implementing the decision or affected by the complaint, as long as the privacy of the parties is protected.

If the complaint involves a limited-English-proficient student or parent/guardian and the student involved attends a school at which 15 percent or more of the students speak a single primary language other than English, then the decision shall also be translated into that language. In all other instances, the district shall ensure meaningful access to all relevant information for parents/guardians with limited English proficiency.

For all complaints, the decision shall include: (5 CCR 4631)

1. The findings of fact based on the evidence gathered. In reaching a factual determination, the following factors may be taken into account:
 - a. Statements made by any witnesses
 - b. The relative credibility of the individuals involved
 - c. How the complaining individual reacted to the incident
 - d. Any documentary or other evidence relating to the alleged conduct
 - e. Past instances of similar conduct by any alleged offenders

AR 1312.3(l)

UNIFORM COMPLAINT PROCEDURES (continued)

- f. Past false allegations made by the complainant
2. The conclusion(s) of law
3. Disposition of the complaint
4. Rationale for such disposition

For complaints of retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the disposition of the complaint shall include a determination for each allegation as to whether retaliation or unlawful discrimination has occurred.

The determination of whether a hostile environment exists may involve consideration of the following:

- a. How the misconduct affected one or more students' education
 - b. The type, frequency, and duration of the misconduct
 - c. The relationship between the alleged victim(s) and offender(s)
 - d. The number of persons engaged in the conduct and at whom the conduct was directed
 - e. The size of the school, location of the incidents, and context in which they occurred
 - f. Other incidents at the school involving different individuals
5. Corrective action(s), including any actions that have been taken or will be taken to address the allegations in the complaint and including, with respect to a student fees complaint, a remedy that comports with Education Code 49013 and 5 CCR 4600

For complaints of unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), the notice may, as required by law, include:

- a. The corrective actions imposed on the individual found to have engaged in the conduct that relate directly to the subject of the complaint
- b. Individual remedies offered or provided to the subject of the complaint

AR 1312.3(m)

UNIFORM COMPLAINT PROCEDURES (continued)

- c. Systemic measures the school has taken to eliminate a hostile environment and prevent recurrence
6. Notice of the complainant's right to appeal the district's decision within 15 calendar days to the CDE and procedures to be followed for initiating such an appeal

The decision may also include follow-up procedures to prevent recurrence or retaliation and for reporting any subsequent problems.

For complaints alleging unlawful discrimination based on state law (such as discriminatory harassment, intimidation, and bullying), the decision shall also include a notice to the complainant that:

1. He/she may pursue available civil law remedies outside of the district's complaint procedures, including seeking assistance from mediation centers or public/private interest attorneys, 60 calendar days after the filing of an appeal with the CDE. (Education Code 262.3)
2. The 60 days moratorium does not apply to complaints seeking injunctive relief in state courts or to discrimination complaints based on federal law. (Education Code 262.3)
3. Complaints alleging discrimination based on race, color, national origin, sex, gender, disability, or age may also be filed with the U.S. Department of Education, Office for Civil Rights at www.ed.gov/ocr within 180 days of the alleged discrimination.

Corrective Actions

When a complaint is found to have merit, the compliance officer shall adopt any appropriate corrective action permitted by law. Appropriate corrective actions that focus on the larger school or district environment may include, but are not limited to, actions to reinforce district policies; training for faculty, staff, and students; updates to school policies; or school climate surveys.

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on the victim may include, but are not limited to, the following:

1. Counseling

AR 1312.3(n)

UNIFORM COMPLAINT PROCEDURES (continued)

2. Academic support
3. Health services
4. Assignment of an escort to allow the victim to move safely about campus
5. Information regarding available resources and how to report similar incidents or retaliation
6. Separation of the victim from any other individuals involved, provided the separation does not penalize the victim

7. Restorative justice
8. Follow-up inquiries to ensure that the conduct has stopped and there has been no retaliation
9. Determination of whether any past actions of the victim that resulted in discipline were related to the treatment the victim received and described in the complaint

For complaints involving retaliation or unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), appropriate corrective actions that focus on a student offender may include, but are not limited to, the following:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education regarding the impact of the conduct on others
4. Positive behavior support
5. Referral to a student success team
6. Denial of participation in extracurricular or co-curricular activities or other privileges as permitted by law
7. Disciplinary action, such as suspension or expulsion, as permitted by law

AR 1312.3(o)

UNIFORM COMPLAINT PROCEDURES (continued)

The district may also consider training and other interventions for the larger school community to ensure that students, staff, and parents/guardians understand the types of behavior that constitute unlawful discrimination (such as discriminatory harassment, intimidation, or bullying), that the district does not tolerate it, and how to report and respond to it.

If a complaint alleging noncompliance with the laws regarding student fees, deposits, and other charges or any requirement related to the LCAP is found to have merit, the district shall provide a remedy to all affected students and parents/guardians subject to procedures established by regulation of the State Board of Education. (Education Code 49013, 52075)

For complaints alleging noncompliance with the laws regarding student fees, the district shall attempt in good faith, by engaging in reasonable efforts, to identify and fully reimburse all affected students and parents/guardians who paid the unlawful student fees within one year prior to the filing of the complaint. (Education Code 49013; 5 CCR 4600)

Appeals to the California Department of Education

Any complainant who is dissatisfied with the district's final written decision may file an appeal in writing with the CDE within 15 calendar days of receiving the district's decision. (Education Code 49013, 52075; 5 CCR 4632)

The complainant shall specify the basis for the appeal of the decision and whether the facts are incorrect and/or the law has been misapplied. The appeal shall be accompanied by a copy of the locally filed complaint and a copy of the district's decision. (5 CCR 4632)

Upon notification by the CDE that the complainant has appealed the district's decision, the Superintendent or designee shall forward the following documents to the CDE: (5 CCR 4633)

1. A copy of the original complaint

AR 1312.3(p)

UNIFORM COMPLAINT PROCEDURES (continued)

2. A copy of the written decision
3. A summary of the nature and extent of the investigation conducted by the district, if not covered by the decision
4. A copy of the investigation file including, but not limited to, all notes, interviews, and documents submitted by the parties and gathered by the investigator
5. A report of any action taken to resolve the complaint
6. A copy of the district's uniform complaint procedures
7. Other relevant information requested by the CDE

All Personnel

BP 4040(a)

EMPLOYEE USE OF TECHNOLOGY

The Governing Board recognizes that technological resources enhance employee performance by offering effective tools to assist in providing a quality instructional program; facilitating communications with parents/guardians, students, and the community; supporting district and school operations; and improving access to and exchange of information. The Board expects all employees to learn to use the available technological resources that will assist them in the performance of their job responsibilities. As needed, employees shall receive professional development in the appropriate use of these resources.

(cf. 0440 - District Technology Plan)
(cf. 1100 - Communication with the Public)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4032 - Reasonable Accommodation)
(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Employees shall be responsible for the appropriate use of technology and shall use district technology primarily for purposes related to their employment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 4119.25/4219.25/4319.25 - Political Activities of Employees)
(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)
(cf. 6162.6 - Use of Copyrighted Materials)
(cf. 6163.4 - Student Use of Technology)

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

The Superintendent or designee shall establish an Acceptable Use Agreement which outlines employee obligations and responsibilities related to the use of district technology. Upon

BP 4040(b)

EMPLOYEE USE OF TECHNOLOGY (continued)

employment and whenever significant changes are made to the district's Acceptable Use Agreement, employees shall be required to acknowledge in writing that they have read and agreed to the Acceptable Use Agreement.

Employees shall not use district technology to access, post, submit, publish, or display harmful or inappropriate matter that is threatening, obscene, disruptive, sexually explicit, or unethical or that promotes any activity prohibited by law, Board policy, or administrative regulations.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. The Superintendent or designee may disable the technology protection measure during use by an adult to enable access for bona fide research or other lawful purpose. (20 USC 6777; 47 USC 254)

BP 4040(c)

EMPLOYEE USE OF TECHNOLOGY (continued)

The Superintendent or designee shall annually notify employees in writing that they have no reasonable expectation of privacy in the use of any equipment or other technological resources provided by or maintained by the district, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, even when provided their own password. To ensure proper use, the Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent and for any reason allowed by law.

In addition, employees shall be notified that records maintained on any personal device or messages sent or received on a personal device that is being used to conduct district business may be subject to disclosure, pursuant to a subpoena or other lawful request.

Employees shall report any security problem or misuse of district technology to the Superintendent or designee.

Inappropriate use of district technology may result in a cancellation of the employee's user privileges, disciplinary action, and/or legal action in accordance with law, Board policy, and administrative regulation.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference: (see next page)

BP 4040(d)

EMPLOYEE USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

52295.10-52295.55 *Implementation of Enhancing Education Through Technology grant program*

GOVERNMENT CODE

3543.1 *Rights of employee organizations*

PENAL CODE

502 *Computer crimes, remedies*

632 *Eavesdropping on or recording confidential communications*

VEHICLE CODE

23123 *Wireless telephones in vehicles*

23123.5 *Mobile communication devices; text messaging while driving*

23125 *Wireless telephones in school buses*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*

6777 *Internet safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 *Internet safety policy and technology protection measures, E-rate discounts*

COURT DECISIONS

City of Ontario v. Quon et al. (2010) 000 U.S. 08-1332

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Department of Education: <http://www.cde.ca.gov>

Federal Communications Commission: <http://www.fcc.gov>

U.S. Department of Education: <http://www.ed.gov>

All Personnel

E 4040(a)

EMPLOYEE USE OF TECHNOLOGY

**ACCEPTABLE USE AGREEMENT
AND RELEASE OF DISTRICT FROM LIABILITY (EMPLOYEES)**

The _____ School District authorizes district employees to use technology owned or otherwise provided by the district as necessary to fulfill the requirements of their position. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all employees to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that employees may access through the system.

The district makes no guarantee that the functions or services provided by or through the district will be without defect. In addition, the district is not responsible for financial obligations arising from unauthorized use of the system.

Each employee who is authorized to use district technology shall sign this Acceptable Use Agreement as an indication that he/she has read and understands the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

E 4040(b)

EMPLOYEE USE OF TECHNOLOGY (continued)

Employee Obligations and Responsibilities

Employees are expected to use district technology safely, responsibly, and primarily for work-related purposes. Any incidental personal use of district technology shall not interfere with district business and operations, the work and productivity of any district employee, or the safety and security of district technology. The district is not responsible for any loss or damage incurred by an employee as a result of his/her personal use of district technology.

The employee in whose name district technology is issued is responsible for its proper use at all times. Employees shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned. Employees shall not gain unauthorized access to the files or equipment of others, access electronic resources by using another person's name or electronic identification, or send anonymous electronic communications. Furthermore, employees shall not attempt to access any data, documents, emails, or programs in the district's system for which they do not have authorization.

Employees are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, defamatory, obscene, sexually explicit, harassing, intimidating, threatening, or disruptive
2. Disclose or in any way cause to be disclosed confidential or sensitive district, employee, or student information without prior authorization from a supervisor
3. Engage in personal commercial or other for-profit activities without permission of the Superintendent or designee
4. Engage in unlawful use of district technology for political lobbying
5. Infringe on copyright, license, trademark, patent, or other intellectual property rights
6. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission, changing settings on shared computers)
7. Install unauthorized software
8. Engage in or promote unethical practices or violate any law or Board policy, administrative regulation, or district practice

E 4040(c)

EMPLOYEE USE OF TECHNOLOGY (continued)

Privacy

Since the use of district technology is intended for use in conducting district business, no employee should have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses within the jurisdiction of the district. Such

monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Employees should be aware that, in most instances, their use of district technology (such as web searches or emails) cannot be erased or deleted.

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by an employee on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If an employee uses a personally owned device to access district technology or conduct district business, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Records

Any electronically stored information generated or received by an employee which constitutes a district or student record shall be classified, retained, and destroyed in accordance with BP/AR 3580 - District Records, BP/AR 5125 - Student Records, or other applicable policies and regulations addressing the retention of district or student records.

Reporting

If an employee becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Superintendent or designee.

Consequences for Violation

Violations of the law, Board policy, or this Acceptable Use Agreement may result in revocation of an employee's access to district technology and/or discipline, up to and including termination. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

E 4040(d)

EMPLOYEE USE OF TECHNOLOGY (continued)

Employee Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement, BP 4040 - Employee Use of Technology, and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology or when my personal electronic devices use district technology. I further understand that any violation may result in revocation of user privileges, disciplinary action, and/or appropriate legal action.

I hereby release the district and its personnel from any and all claims and damages arising from my use of district technology or from the failure of any technology protection measures employed by the district.

Name: _____ Position: _____
(Please print)

School/Work Site: _____
Signature: _____ Date: _____

Exhibit
version:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Certificated

BP 4131(a)

STAFF DEVELOPMENT

The Governing Board believes that, in order to maximize student learning and achievement, certificated staff members must be continuously learning and improving their skills. The Superintendent or designee shall develop a program of ongoing professional development which includes opportunities for teachers to enhance their instructional and classroom management skills and become informed about changes in pedagogy and subject matter.

(cf. 6111 - School Calendar)

The Superintendent or designee shall involve teachers, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district priorities for student achievement, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

The district's staff development program shall assist certificated staff in developing knowledge and skills, including, but not limited to:

1. Mastery of subject-matter knowledge, including current state and district academic standards

(cf. 6011 - Academic Standards)

(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)

(cf. 6142.2 - World/Foreign Language Instruction)

(cf. 6142.3 - Civic Education)

(cf. 6142.5 - Environmental Education)

BP 4131(b)

STAFF DEVELOPMENT (continued)

(cf. 6142.6 - Visual and Performing Arts Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6142.8 - Comprehensive Health Education)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6142.94 - History-Social Science Instruction)

2. Use of effective, subject-specific teaching methods, strategies, and skills

3. Use of technologies to enhance instruction

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. Sensitivity to and ability to meet the needs of diverse student populations, including, but not limited to, students of various racial and ethnic groups, students with disabilities, English learners, economically disadvantaged students, foster youth, gifted and talented students, and at-risk students

(cf. 4112.22 - Staff Teaching English Language Learners)
(cf. 4112.23 - Special Education Staff)
(cf. 5147 - Dropout Prevention)
(cf. 6141.5 - Advanced Placement)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6173 - Education for Homeless Children)
(cf. 6173.1 - Education for Foster Youth)
(cf. 6174 - Education for English Language Learners)
(cf. 6175 - Migrant Education Program)

5. Understanding of how academic and career technical instruction can be integrated and implemented to increase student learning

(cf. 6178 - Career Technical Education)

6. Knowledge of strategies that encourage parents/guardians to participate fully and effectively in their children's education

(cf. 1240 - Volunteer Assistance)
(cf. 5020 - Parent Rights and Responsibilities)
(cf. 6020 - Parent Involvement)

7. Effective classroom management skills and strategies for establishing a climate that promotes respect, fairness, tolerance, and discipline, including conflict resolution and hatred prevention

BP 4131(c)

STAFF DEVELOPMENT (continued)

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)

8. Ability to relate to students, understand their various stages of growth and development, and motivate them to learn

9. Ability to interpret and use data and assessment results to guide instruction

(cf. 5121 - Grades/Evaluation of Student Achievement)
(cf. 6162.5 - Student Assessment)

10. Knowledge of topics related to student health, safety, and welfare

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 5131.63 - Steroids)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5141.52 - Suicide Prevention)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

11. Knowledge of topics related to employee health, safety, and security

(cf. 3514.1 - Hazardous Substances)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4119.42/4219.42/4319.42- Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)

BP 4131(d)

STAFF DEVELOPMENT (continued)

Professional learning opportunities offered by the district shall be evaluated based on the criteria specified in Education Code 44277. Such opportunities may be part of a coherent plan that combines school activities within a school, including lesson study or co-teaching, and external learning opportunities that are related to academic subjects taught, provide time to meet and work with other teachers, and support instruction and student learning. Learning activities may include, but are not limited to, mentoring projects for new teachers, extra support for teachers to improve practice, and collaboration time for teachers to develop new instructional lessons, select or develop common formative assessments, or analyze student data. (Education Code 44277)

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4115 - Evaluation/Supervision)

The Board may budget funds for actual and reasonable expenses incurred by staff who participate in staff development activities.

(cf. 3100 - Budget)
(cf. 3350 - Travel Expenses)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to both staff and students and shall regularly report to the

Board regarding the effectiveness of the staff development program. Based on the Superintendent's report, the Board may revise the program as necessary to ensure that the staff development program supports the district's priorities for student achievement.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

BP 4131(e)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

44032 Travel expense payment
44259.5 Standards for teacher preparation
44277 Professional growth programs for individual teachers
44300 Emergency permits
44325-44328 District interns
44450-44468 University internship program
44570-44578 Inservice training, secondary education
44830.3 District interns
45028 Salary schedule and exceptions
48980 Notification of parents/guardians; schedule of minimum days
52060-52077 Local control and accountability plan
56240-56245 Staff development; service to persons with disabilities
99200-99206 Subject matter projects

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

CODE OF REGULATIONS, TITLE 5

13025-13044 Professional development and program improvement
80021 Short-term staff permit
80021.1 Provisional internship permit
80023-80026.6 Emergency permits

UNITED STATES CODE, TITLE 20

6319 Highly qualified teachers
6601-6702 Preparing, Training and Recruiting High Quality Teachers and Principals

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

CSBA PUBLICATIONS

Governing to the Core: Professional Development for Common Core, Governance Brief, May 2013

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

California Standards for the Teaching Profession, 2009

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Professional Learning: <http://www.cde.ca.gov/pd>

California Subject Matter Projects: <http://csmp.ucop.edu>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

All Personnel

AR 4161.8(a)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE

The district shall not deny any eligible employee his/her right to family care, medical, or pregnancy disability leave (PDL) pursuant to the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), or the Fair Employment and Housing Act (FEHA) or restrain or interfere with the employee's exercise of such right. In addition, the district shall not discharge an employee or discriminate or retaliate against him/her for taking such leave or for his/her opposition to or challenge of any unlawful district practice in relation to any of these laws or for his/her involvement in any related inquiry or proceeding. (Government Code 12945, 12945.2; 2 CCR 11094; 29 USC 2615)

(cf. 4030 - Nondiscrimination in Employment)
(cf. 4032 - Reasonable Accommodation)
(cf. 4033 - Lactation Accommodation)

Definitions

The words and phrases defined below shall have the same meaning throughout this administrative regulation except where a different meaning is otherwise specified.

Child (son or daughter) means a biological, adopted, or foster child; a stepchild; a legal ward; or a child to whom the employee stands in *loco parentis*, as long as the child is under 18 years of age or an adult dependent child. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611)

AR 4161.8(b)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Eligible employee for FMLA and CFRA purposes means an employee who has been employed with the district for at least 12 months and who has at least 1,250 hours of service with the district during the previous 12-month period. However, these requirements shall not apply when an employee applies for PDL. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.110)

Employee disabled by pregnancy means a woman who, in the opinion of her health care provider, is: (2 CCR 11035)

1. Unable because of pregnancy to perform any one or more of the essential functions of her job or to perform any of them without undue risk to herself, her pregnancy's successful completion, or to other persons

2. Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition

Parent means a biological, foster, or adoptive parent; a stepparent; a legal guardian; or another person who stood in *loco parentis* to the employee when the employee was a child. *Parent* does not include a spouse's parents. (Government Code 12945.2; 2 CCR 11087; 29 USC 2611; 29 CFR 825.122)

Serious health condition means an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition of the employee or his/her child, parent, or spouse, including, but not limited to, treatment for substance abuse, that involves either of the following: (Government Code 12945.2; 2 CCR 11087, 11097; 29 USC 2611; 29 CFR 825.113-825.115)

1. Inpatient care in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity

A person is considered an inpatient when a health care facility formally admits him/her to the facility with the expectation that he/she will remain overnight and occupy a bed, even if it later develops that the person can be discharged or transferred to another facility and does not actually remain overnight.

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4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Incapacity means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

2. Continuing treatment or continuing supervision by a health care provider, including one or more of the following:
 - a. A period of incapacity of more than three consecutive full days
 - b. Any period of incapacity or treatment for such incapacity due to a chronic serious health condition
 - c. Any period of incapacity due to pregnancy or for prenatal care under FMLA
 - d. Any period of incapacity which is permanent or long term due to a condition for which treatment may not be effective

- e. Any period of absence to receive multiple treatments, including recovery, by a health care provider

Spouse means a partner in marriage as defined in Family Code 300, including same sex partners in marriage, or a registered domestic partner within the meaning of Family Code 297-297.5. (Family Code 297, 297.5, 300; 2 CCR 11087; 29 CFR 825.122)

Eligibility

The district shall grant FMLA or CFRA leave to eligible employees for any of the following reasons: (Government Code 12945.2; 29 USC 2612; 29 CFR 825.112)

- 1. The birth of a child of the employee or placement of a child with the employee in connection with the employee's adoption or foster care of the child (baby bonding)

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4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

- 2. To care for the employee's child, parent, or spouse with a serious health condition
- 3. The employee's own serious health condition that makes him/her unable to perform one or more essential functions of his/her position
- 4. Any qualifying exigency arising out of the fact that the employee's spouse, child, or parent is a military member on covered active duty or call to covered active duty (or has been notified of an impending call or order to covered active duty)
- 5. To care for a covered servicemember with a serious injury or illness if the covered servicemember is the employee's spouse, child, parent, or next of kin, as defined

In addition, the district shall grant PDL to any female employee who is disabled by pregnancy, childbirth, or other related medical condition. (Government Code 12945; 2 CCR 11037)

Terms of Leave

An eligible employee shall be entitled to a total of 12 work weeks of FMLA or CFRA leave during any 12-month period, except in the case of leave to care for a covered servicemember

AR 4161.8(e)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

as provided under "Military Caregiver Leave" below. To the extent allowed by law, CFRA and FMLA leaves shall run concurrently. (Government Code 12945.2; 29 USC 2612)

This 12-month period shall be measured forward from the date the employee's first family care and medical leave begins. (29 CFR 825.200)

In addition, for each pregnancy, any female employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four months. For a part-time employee, the four months shall be calculated on a proportional basis. (Government Code 12945; 2 CCR 11042)

PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four months of PDL, whichever occurs first, a CFRA-eligible employee may request to take CFRA leave of up to 12 work weeks, for the reason of the birth of her child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)

AR 4161.8(f)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Leave taken for the birth or placement of a child must be concluded within the 12-month period beginning on the date of the birth or placement of the child. Such leave does not need to be taken in one continuous period of time. (2 CCR 11090; 29 USC 2612)

If both parents of a child work for the district, their family care and medical leave related to the birth or placement of the child shall be limited to a combined total of 12 work weeks. This restriction shall apply regardless of the legal status of both parents' relationship. (Government Code 12945.2; 2 CCR 11088; 29 USC 2612)

Use/Substitution of Paid Leave

Note: The district may require employees (Option 1) or employees may elect (Option 2) to use paid leave during an otherwise unpaid portion of CFRA or FMLA leave. Pursuant to 2 CCR 11044 and 11092, the district may only require an employee to use sick leave if the leave is for the employee's own serious health condition or for PDL, unless mutually agreed to by the district and the employee. The district and employee may also negotiate for the employee's use of any paid or unpaid time off instead of using the employee's CFRA leave.

OPTION 1: An employee shall use his/her accrued vacation leave, other accrued time off, and any other paid time off negotiated with the district for any otherwise unpaid FMLA or CFRA leave not involving his/her own serious health condition. For PDL, CFRA, or FMLA leave due to an employee's own serious health condition, the employee shall use accrued sick

leave and may use accrued vacation leave and other paid time off at his/her option. (Government Code 12945, 12945.2; 2 CCR 11044; 29 USC 2612)

OPTION 2: During the period of PDL or any FMLA or CFRA leave, the employee may elect to use his/her accrued vacation leave, accrued sick leave, or any other paid time off negotiated with the district that he/she is eligible to use. (Government Code 12945, 12945.2; 2 CCR 11044; 2 CCR 11092; 29 USC 2612)

The district and employee may also negotiate for the employee's use of any additional paid or unpaid time off instead of using the employee's CFRA leave. (2 CCR 11092)

(cf. 4141/4241 - Collective Bargaining Agreement)

(cf. 4161/4261/4361 - Leaves)

(cf. 4161.1/4361.1 - Personal Illness/Injury Leave)

(cf. 4261.1 - Personal Illness/Injury Leave)

AR 4161.8(g)

4261.8

4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Intermittent Leave/Reduced Work or Leave Schedule

PDL and family care and medical leave for the serious health condition of an employee or his/her child, parent, or spouse may be taken intermittently or on a reduced work or leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition. However, the district shall limit leave increments to the shortest period of time that the district's payroll system uses to account for absences or use of leave provided it is not to be greater than one hour. (2 CCR 11042, 11090; 29 USC 2612)

The basic minimum duration of leave for the birth or placement of a child shall be two weeks. However, the district shall grant a request for such leave of less than two weeks on any two occasions. (2 CCR 11090; 29 USC 2612)

The district may require an employee to transfer temporarily to an available alternative position if the employee is pregnant and provides medical certification from her health care provider of a medical need for intermittent leave or leave on a reduced work or leave schedule or if the employee's need for the intermittent leave or leave on a reduced work or leave schedule is foreseeable based on his/her planned medical treatment or that of a family member. This alternative position must have equivalent pay and benefits and must better accommodate recurring periods of leave than the employee's regular job, and the employee must be qualified for the position. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work or leave schedule. (2 CCR 11041, 11090; 29 USC 2612)

(cf. 4113.4/4213.4/4313.4 - Temporary Modified/Light-Duty Assignment)

Request for Leave

AR 4161.8(h)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

The district shall consider an employee's request for PDL or family care and medical leave only if the employee provides at least verbal notice sufficient to make the district aware of the need to take the leave and the anticipated timing and duration of the leave. (2 CCR 11050, 11091)

For family care and medical leave, the employee need not expressly assert or mention FMLA/CFRA to satisfy this requirement. However, he/she must state the reason the leave is needed (e.g., birth of child, medical treatment). If more information is necessary to determine whether the employee is eligible for family care and medical leave, the Superintendent or designee shall inquire further and obtain the necessary details of the leave to be taken. (2 CCR 11091)

The district shall respond to requests for leave as soon as practicable, but no later than five business days after receiving the employee's request. (2 CCR 11091)

Based on the information provided by the employee, the Superintendent or designee shall designate the leave, paid or unpaid, as FMLA/CFRA qualifying leave and shall give notice of such designation to the employee. Failure of an employee to respond to permissible inquiries regarding the leave request may result in denial of CFRA protection if the district is unable to determine whether the leave is CFRA qualifying. (2 CCR 11091; 29 CFR 825.300)

AR 4161.8(i)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

When an employee is able to foresee the need for the PDL or family care and medical leave at least 30 days in advance of the leave, the employee shall provide the district with at least 30 days advance notice before the leave. When the 30 days notice is not practicable because of a lack of knowledge of when leave will be required to begin, a change in circumstances, a medical emergency, or other good cause, the employee shall provide the district with notice as soon as practicable. Failure of an employee to provide required notice may result in a denial of leave. (2 CCR 11050, 11091)

In all instances, the employee shall consult with the Superintendent or designee and make a reasonable effort to schedule, subject to the health care provider's approval, any planned appointment or medical treatment or supervision so as to minimize disruption to district operations. (Government Code 12945.2; 2 CCR 11050, 11091)

Certification of Health Condition

Within five business days of an employee's request for family care and medical leave for his/her own or his/her child's, parent's, or spouse's serious health condition, the

Superintendent or designee may request that the employee provide certification by a health care provider of the need for leave. Upon receiving the district's request, the employee shall provide the certification within 15 days, unless either the Superintendent or designee provides additional time or it is not practicable under the particular circumstances, despite the employee's diligent, good faith efforts. (2 CCR 11091; 29 CFR 825.305)

The certification shall include the following: (Government Code 12945.2; 2 CCR 11087; 29 USC 2613)

1. The date on which the serious health condition began
2. The probable duration of the condition

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4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

3. If the employee is requesting leave to care for a child, parent, or spouse with a serious health condition, both of the following:
 - a. Statement that the serious health condition warrants the participation of the employee to provide care, such as by providing psychological comfort, arranging for third party care, or directly providing or participating in the medical care of the child, parent, or spouse during a period of the treatment or supervision
 - b. Estimated amount of time the health care provider believes the employee needs to care for the child, parent, or spouse
4. If the employee is requesting leave because of his/her own serious health condition, a statement that due to the serious health condition, he/she is unable to work at all or is unable to perform one or more essential functions of his/her job
5. If the employee is requesting leave for intermittent treatment or on a reduced work or leave schedule for planned medical treatment, a statement of the medical necessity for the leave, the dates on which treatment is expected to be given, the duration of such treatment, and the expected duration of the leave

When an employee has provided sufficient medical certification to enable the district to determine whether the employee's leave request is FMLA/CFRA-eligible, the Superintendent or designee shall notify the employee within five business days whether the leave is FMLA/CFRA-eligible. The Superintendent or designee may also retroactively designate leave as FMLA/CFRA leave as long as appropriate notice is given to the employee and there is no harm or injury to the employee. (2 CCR 11091; 29 CFR 825.301)

If the Superintendent or designee doubts the validity of a certification that accompanies a request for leave for the employee's own serious health condition, he/she may require the employee to obtain a second opinion from a district-approved health care provider, at district expense. If the second opinion is contrary to the first, the Superintendent or designee may require the employee to obtain a third medical opinion from a third health care provider approved by both the employee and the district, again at district expense. The opinion of the third health care provider shall be final and binding. (Government Code 12945.2; 2 CCR 11091; 29 USC 2613)

For PDL, the Superintendent or designee shall request that the employee provide certification by a health care provider of the need for leave at the time the employee gives notice of the need for PDL, or within two business days of giving the notice. If the need for PDL is

AR 4161.8(k)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

unforeseen, the Superintendent or designee shall request the medical certification within two business days after the leave commences. The Superintendent or designee may request certification at some later date if he/she has reason to question the appropriateness of the leave or its duration. (2 CCR 11050)

For PDL that is foreseeable and for which at least 30 days notice has been given, the employee shall provide the medical certification before the leave begins. When this is not practicable, the employee shall provide the certification within the time frame specified by the Superintendent or designee which must be at least 15 days after the request, unless it is not practicable under the particular circumstances despite the employee's diligent, good faith efforts. (2 CCR 11050)

Medical certification for PDL purposes shall include a statement that the employee needs to take the leave because she is disabled by pregnancy, childbirth, or a related medical condition, the date on which the employee became disabled because of pregnancy, and the estimated duration of the leave. (2 CCR 11050)

If additional PDL or family care and medical leave is needed when the time estimated by the health care provider expires, the district may require the employee to provide recertification in the manner specified for the leave. (Government Code 12945.2; 2 CCR 11050; 29 USC 2613)

The Superintendent or designee shall not request any genetic information related to an employee except as authorized by law in accordance with the California Genetic Information Nondiscrimination Act of 2011.

Release to Return to Work

AR 4161.8(l)
4261.8
4361.8

FAMILY CARE AND MEDICAL LEAVE (continued)

Upon expiration of an employee's PDL or family care and medical leave taken for his/her own serious health condition, the employee may be asked to present certification from the health care provider that he/she is able to resume work.

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

The certification from the employee's health care provider shall address the employee's ability to perform the essential functions of his/her job.

Rights to Reinstatement

Upon granting an employee's request for PDL or FMLA/CFRA leave, the Superintendent or designee shall guarantee to reinstate the employee in the same or a comparable position when the leave ends. (Government Code 12945.2; 2 CCR 11043, 11089; 29 USC 2614)

However, the district may refuse to reinstate an employee returning from FMLA or CFRA leave to the same or a comparable position if all of the following apply: (Government Code 12945.2; 2 CCR 11089; 29 USC 2614)

1. The employee is a salaried "key employee" who is among the highest paid 10 percent of district employees who are employed within 75 miles of the employee's worksite.
2. The refusal is necessary to prevent substantial and grievous economic injury to district operations.

AR4161.8(m)
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FAMILY CARE AND MEDICAL LEAVE (continued)

3. The district informs the employee of its intent to refuse reinstatement at the time it determines that the refusal is necessary, and the employee fails to immediately return to service.

(cf. 4117.3 - Personnel Reduction)
(cf. 4217.3 - Layoff/Rehire)

The district may also refuse to reinstate an employee to the same or a comparable position if the FMLA/CFRA leave was fraudulently obtained by the employee. (2 CCR 11089; 29 CFR 825.216)

The district may refuse to reinstate an employee to the same position after taking PDL if, at the time the reinstatement is requested, the employee would not otherwise have been employed in that position for legitimate business reasons unrelated to the employee's PDL. (2 CCR 11043)

Maintenance of Benefits/Failure to Return from Leave

During the period when an employee is on PDL or family care and medical leave, he/she shall maintain his/her status with the district and the leave shall not constitute a break in service for purposes of longevity, seniority under any collective bargaining agreement, or any employee benefit plan. (Government Code 12945.2; 2 CCR 11092; 29 USC 2614)

For up to a maximum of four months for PDL and 12 work weeks for other family care and medical leave, the district shall continue to provide an eligible employee the group health plan coverage that was in place before he/she took the leave. The employee shall reimburse the district for premiums paid during the leave if he/she fails to return to district employment after the expiration of all available leaves and the failure is for a reason other than the continuation, recurrence, or onset of a serious health condition or other circumstances beyond his/her control. (Government Code 12945.2; 2 CCR 11044, 11092; 29 USC 2614; 29 CFR 825.213)

(cf. 4154/4254/4354 - Health and Welfare Benefits)

AR4161.8(n)
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FAMILY CARE AND MEDICAL LEAVE (continued)

In addition, during the period when an employee is on PDL or family care and medical leave, the employee shall be entitled to continue to participate in other employee benefit plans including life insurance, short-term or long-term disability insurance, accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as would apply to an unpaid leave taken for any other purpose. However, for purposes of pension and retirement plans, the district shall not make plan payments for an employee during any unpaid portion the leave period and the leave period shall not be counted for purposes of time accrued under the plan. (Government Code 12945.2; 2 CCR 11044, 11092)

Military Family Leave Resulting from Qualifying Exigencies

An eligible employee may take up to 12 work weeks of unpaid FMLA leave, during each 12-month period established by the district in the section entitled "Terms of Leave" above, for one or more qualifying exigencies while his/her child, parent, or spouse who is a military member is on covered active duty or on call to covered active duty status. (29 USC 2612; 29 CFR 825.126)

Covered active duty means duty during the deployment of a member of the regular Armed Forces to a foreign country or duty during the deployment of a member of the National Guard or Reserves to a foreign country under a call or an order to active duty in support of a contingency operation pursuant to law. (29 USC 2611; 29 CFR 825.126)

AR4161.8(o)
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FAMILY CARE AND MEDICAL LEAVE (continued)

Qualifying exigencies include time needed to: (29 CFR 825.126)

1. Address issues arising from short notice deployment of up to seven calendar days from the date of receipt of call or order of short notice deployment
2. Attend military events and related activities, such as any official ceremony or family assistance program related to the covered active duty or call to covered active duty status
3. Arrange child care or attend school activities arising from the covered active duty or call to covered active duty, such as arranging for alternative child care, enrolling or transferring a child to a new school, or attending meetings
4. Make or update financial and legal arrangements to address a military member's absence
5. Attend counseling provided by someone other than a health care provider
6. Spend time (up to 15 days of leave per instance) with a military member who is on short-term, temporary, Rest and Recuperation leave during deployment
7. Attend to certain post-deployment activities, such as arrival ceremonies or reintegration briefings
8. Care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty
9. Address any other event that the employee and district agree is a qualifying exigency

The employee shall provide the Superintendent or designee with notice of the need for the qualifying exigency leave as soon as practicable, regardless of how far in advance such leave is foreseeable. (29 CFR 825.302)

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FAMILY CARE AND MEDICAL LEAVE (continued)

An employee who is requesting leave for qualifying exigencies shall provide the Superintendent or designee with a copy of the military member's active duty orders, or other documentation issued by the military, and the dates of the service. In addition, the employee shall provide the Superintendent or designee with certification of the qualifying exigency necessitating the leave. The certification shall contain the information specified in 29 CFR 825.309.

The employee's qualifying exigency leave may be taken on an intermittent or reduced work or leave schedule basis. (29 CFR 825.302)

During the period of qualified exigency leave, the district's rule regarding an employee's use of his/her accrued vacation leave and any other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Military Caregiver Leave

The district shall grant an eligible employee up to a total of 26 work weeks of leave during a single 12-month period, measured forward from the first date the leave is taken, to care for a covered servicemember with a serious illness or injury. In order to be eligible for such military caregiver leave, the employee must be the spouse, son, daughter, parent, or next of kin of the covered servicemember. This 26-week period is not in addition to, but rather is inclusive of, the 12 work weeks of leave that may be taken for other FMLA qualifying reasons. (29 USC 2611, 2612; 29 CFR 825.127)

Covered servicemember may be: (29 CFR 825.127)

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FAMILY CARE AND MEDICAL LEAVE (continued)

1. A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness

2. A veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Son or daughter of a covered servicemember means the biological, adopted, or foster child, stepchild, legal ward, or a child of any age for whom the covered servicemember stood in *loco parentis*. (29 CFR 825.127)

Parent of a covered servicemember means the covered servicemember's biological, adopted, step, or foster parent, or any other individual who stood in *loco parentis* to the covered servicemember (except "parents in law"). (29 CFR 825.127)

Next of kin means the nearest blood relative to the covered servicemember, or as designated in writing by the covered servicemember. (29 USC 2611, 2612)

Outpatient status means the status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients. (29 USC 2611; 29 CFR 825.127)

Serious injury or illness means: (29 USC 2611; 29 CFR 825.127)

1. For a current member of the Armed Forces, an injury or illness incurred by the member in the line of duty on active duty, or that existed before the beginning of the member's active duty and was aggravated by the member's service in the line of duty while on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

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FAMILY CARE AND MEDICAL LEAVE (continued)

2. For a veteran, an injury or illness incurred or aggravated by the member's service in the line of duty on active duty in the Armed Forces, including the National Guard or Reserves, that manifested itself before or after the member became a veteran and that is at least one of the following:
 - a. A continuation of a serious injury or illness incurred or aggravated while the veteran was a member of the Armed Forces and rendered him/her unable to perform the duties of his/her office, grade, rank, or rating
 - b. A physical or mental condition for which the veteran has received a U.S. Department of Veterans Affairs (VA) Service-Related Disability Rating of 50 percent or greater, based wholly or partly on that physical or mental condition

- c. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of one or more disabilities related to his/her military service or that would do so but for treatment received by the veteran
- d. An injury, including a psychological injury, on the basis of which the veteran has been enrolled in the VA's Program of Comprehensive Assistance for Family Caregivers

The employee shall provide reasonable and practicable notice of the need for the leave in accordance with the procedures in the section entitled "Request for Leave" above.

An employee requesting leave to care for a covered servicemember with a serious injury or illness shall provide the Superintendent or designee with certification from an authorized health care provider of the servicemember that contains the information specified in 29 CFR 825.310.

AR4161.8(s)
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FAMILY CARE AND MEDICAL LEAVE (continued)

The leave may be taken intermittently or on a reduced work or leave schedule when medically necessary. An employee taking military caregiver leave in combination with other leaves pursuant to this administrative regulation shall be entitled to a combined total of 26 work weeks of leave during a single 12-month period. When both spouses work for the district and both wish to take such leave, the spouses are limited to a maximum combined total of 26 work weeks during a single 12-month period. (29 USC 2612)

During the period of military caregiver leave, the district's rule regarding an employee's use of his/her accrued vacation leave and other accrued paid or unpaid time off, as specified in the section "Use/Substitution of Paid Leave" above, shall apply.

Notifications

The Superintendent or designee shall provide the following notifications regarding state and federal law related to PDL or FMLA/CFRA leave:

1. **General Notice:** Information explaining the provisions of the FEHA/PDL and FMLA/CFRA and employee rights and obligations shall be posted in a conspicuous place on district premises, or electronically, and shall be included in employee handbooks. (2 CCR 11049, 11095; 29 USC 2619)

AR4161.8(t)
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FAMILY CARE AND MEDICAL LEAVE (continued)

The general notice shall also explain an employee's obligation to provide the Superintendent or designee with at least 30 days notice of the need for the requested leave, when the need is reasonably foreseeable at least 30 days prior to the start of the leave. (2 CCR 11050, 11091)

(cf. 4112.9/4212.9/4312.9 - *Employee Notifications*)

2. **Eligibility Notice:** When an employee requests leave, including PDL, or when the Superintendent or designee acquires knowledge that an employee's leave may be for an FMLA/CFRA qualifying reason, the Superintendent or designee shall, within five business days, provide notification to the employee of his/her eligibility to take such leave. (2 CCR 11049, 11091; 29 CFR 825.300)
3. **Rights and Responsibilities Notice:** Each time the eligibility notice is provided to an employee, the Superintendent or designee shall provide written notification explaining the specific expectations and obligations of the employee, including any consequences for a failure to meet those obligations. Such notice shall include, as applicable: (29 CFR 825.300)
 - a. A statement that the leave may be designated and counted against the employee's annual FMLA/CFRA leave entitlement and the appropriate 12-month entitlement period, if qualifying
 - b. Any requirements for the employee to furnish medical certification of a serious health condition, serious injury or illness, or qualifying exigency arising out of active duty or call to active duty status and the consequences of failing to provide the certification
 - c. The employee's right to use paid leave, whether the district will require use of paid leave, conditions related to any use of paid leave, and the employee's

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FAMILY CARE AND MEDICAL LEAVE (continued)

entitlement to take unpaid leave if the employee does not meet the conditions for paid leave

- d. Any requirements for the employee to make premium payments necessary to maintain health benefits, the arrangement for making such payments, and the possible consequences of failure to make payments on a timely basis
- e. The employee's status as a "key employee" if applicable, potential consequence that restoration may be denied following the FMLA leave, and explanation of the conditions required for such denial

- f. The employee's right to maintenance of benefits during the leave and restoration to the same or an equivalent job upon return from leave
- g. The employee's potential liability for health insurance premiums paid by the district during the employee's unpaid FMLA leave should the employee not return to service after the leave

Any time the information provided in the above notice changes, the Superintendent or designee shall, within five business days of his/her receipt of an employee's first notice of need for leave, provide the employee with a written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

- 4. **Designation Notice:** When the Superintendent or designee has information (e.g., sufficient medical certification) to determine whether the leave qualifies as FMLA/CFRA leave, he/she shall, within five business days, provide written notification designating the leave as FMLA/CFRA qualifying or, if the leave will not be so designated, the reason for that determination. (2 CCR 11091; 29 CFR 825.300)

If the amount of leave needed is known, the notice shall include the number of hours, days, or weeks that will be counted against the employee's FMLA/CFRA entitlement. If it is not possible to provide that number at the time of the designation notice, notification shall be provided of the amount of leave counted against the employee's entitlement upon request by the employee and at least once in every 30-day period if leave was taken in that period. (29 CFR 825.300)

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FAMILY CARE AND MEDICAL LEAVE (continued)

If the district requires paid leave to be used during an otherwise unpaid family care and medical leave, the notice shall so specify. If the district requires an employee to present a release to return to work certification that addresses the employee's ability to perform the essential functions of the job, the notice shall also specify that requirement. (2 CCR 11091, 11097; 29 CFR 825.300)

Any time the information provided in the designation notice changes, the Superintendent or designee shall, within five business days, provide the employee with written notice referencing the prior notice and describing any changes to the notice. (29 CFR 825.300)

Records

The Superintendent or designee shall maintain records pertaining to an individual employee's use of family care and medical leave in accordance with law. (Government Code 12946; 29 USC 2616; 42 USC 2000ff-1; 29 CFR 825.500)

Legal Reference: (see next page)

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4261.8
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FAMILY CARE AND MEDICAL LEAVE (continued)

Legal Reference:

EDUCATION CODE

44965 *Granting of leaves of absence for pregnancy and childbirth*

FAMILY CODE

297-297.5 *Rights, protections, and benefits under law; registered domestic partners*

300 *Validity of marriage*

GOVERNMENT CODE

12926 *Fair employment and housing act, definitions*

12940 *Unlawful employment practices*

12945 *Pregnancy; childbirth or related medical condition; unlawful practice*

12945.1-12945.2 *California Family Rights Act*

12946 *Fair Employment and Housing Act: discrimination prohibited*

CODE OF REGULATIONS, TITLE 2

11035-11051 *Sex discrimination: pregnancy, childbirth and related medical conditions*

11087-11098 *California Family Rights Act*

UNITED STATES CODE, TITLE 1

7 *Definition of marriage*

UNITED STATES CODE, TITLE 29

2601-2654 *Family and Medical Leave Act of 1993, as amended*

UNITED STATES CODE, TITLE 42

2000ff-1-2000ff-11 *Genetic Information Nondiscrimination Act of 2008*

CODE OF FEDERAL REGULATIONS, TITLE 29

825.100-825.800 *Family and Medical Leave Act of 1993*

COURT DECISIONS

United States v. Windsor, (2013) 699 F.3d 169

Faust v. California Portland Cement Company, (2007) 150 Cal.App.4th 864

Tellis v. Alaska Airlines, (9th Cir., 2005) 414 F.3d 1045

Management Resources:

FEDERAL REGISTER

The Family and Medical Leave Act; Final Rule; February 6, 2013. Vol. 78, No. 25, pages 8903-8947

U.S. DEPARTMENT OF LABOR PUBLICATIONS

Military Family Leave Provisions of the FMLA Frequently Asked Questions and Answers

WEB SITES

California Department of Fair Employment and Housing: <http://www.dfeh.ca.gov>

U.S. Department of Labor, FMLA: <http://www.dol.gov/whd/fmla>

Classified Personnel

BP 4231(a)

STAFF DEVELOPMENT

The Governing Board recognizes that classified staff does essential work that supports a healthy school environment and the educational program. Classified staff shall have opportunities to participate in staff development activities in order to improve job skills, learn best practices, retrain as appropriate in order to meet changing conditions in the district, and/or enhance personal growth.

(cf. 3100 - Budget)

(cf. 3350 - Travel Expenses)

(cf. 4200 - Classified Personnel)

(cf. 4261.3 - Professional Leaves)

The Superintendent or designee shall involve classified staff, site and district administrators, and others, as appropriate, in the development of the district's staff development program. He/she shall ensure that the district's staff development program is aligned with district goals, school improvement objectives, the local control and accountability plan, and other district and school plans.

(cf. 0000 - Vision)

(cf. 0200 - Goals for the School District)

(cf. 0420 - School Plans/Site Councils)

(cf. 0460 - Local Control and Accountability Plan)

(cf. 0520.2 - Title I Program Improvement Schools)

(cf. 0520.3 - Title I Program Improvement Districts)

BP 4231(b)

STAFF DEVELOPMENT (continued)

Staff development may address general workplace skills and/or skills and knowledge specific to the duties of each classified position, including, but not limited to, the following topics: (Education Code 45391)

1. Student learning and achievement
 - a. How paraprofessionals can assist teachers and administrators to improve the academic achievement of students
 - b. Alignment of curriculum and instructional materials with Common Core State Standards
 - c. The management and use of state and local student data to improve student learning
 - d. Best practices in appropriate interventions and assistance to at-risk students

(cf. 4222 - Teacher Aides/Paraprofessionals)

(cf. 5121 - Grades/Evaluation of Student Achievement)

(cf. 5123 - Promotion/Acceleration/Retention)

(cf. 6011 - Academic Standards)
(cf. 6141 - Curriculum Development and Evaluation)
(cf. 6143 - Courses of Study)
(cf. 6161.1 - Selection and Evaluation of Instructional Materials)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)

2. Student and campus safety

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.5 - Sex Offender Notification)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4157/4257/4357 - Employee Safety)
(cf. 4158/4258/4358 - Employee Security)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5145.9 - Hate-Motivated Behavior)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

BP 4231(c)

STAFF DEVELOPMENT (continued)

3. Education technology, including management strategies and best practices regarding the use of education technology to improve student performance

(cf. 0440 - District Technology Plan)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.4 - Student Use of Technology)

4. School facility maintenance and operations, including best practices in the operation and maintenance of school facilities, such as green technology and energy efficiency, that help reduce the use and cost of energy at school sites

(cf. 3510 - Green School Operations)
(cf. 3511- Energy and Water Management)

5. Special education, including best practices to meet the needs of special education students and to comply with any new state and federal mandates

(cf. 6159 - Individualized Education Program)
(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)
(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)
(cf. 6164.6 - Identification and Education Under Section 504)

6. School transportation and bus safety

(cf. 3540 - Transportation)
(cf. 3541- Transportation for School-Related Trips)

(cf. 3541.2 - Transportation for Students with Disabilities)
(cf. 3542 - Bus Drivers)
(cf. 3543 - Transportation Safety and Emergencies)

7. Parent involvement, including ways to increase parent involvement at school sites

(cf. 1240 - Volunteer Assistance)
(cf. 6020 - Parent Involvement)

8. Food service, including food preparation to provide nutritional meals, food safety, and food management

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3551 - Food Service Operations/Cafeteria Fund)
(cf. 3555 - Nutrition Program Compliance)
(cf. 5030 - Student Wellness)

9. Health, counseling, and nursing services

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.21 - Administering Medication and Monitoring Health Conditions)

BP 4231(d)

STAFF DEVELOPMENT (continued)

(cf. 5141.22 - Infectious Diseases)
(cf. 5141.23 - Asthma Management)
(cf. 5141.24 - Specialized Health Care Services)
(cf. 5141.26 - Tuberculosis Testing)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5141.3 - Health Examinations)
(cf. 5141.52 - Suicide Prevention)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

10. Environmental safety, including pesticides and other possibly toxic substances so that they may be safely used at school sites

(cf. 3514 - Environmental Safety)
(cf. 3514.1 - Hazardous Substances)
(cf. 3514.2 - Integrated Pest Management)
(cf. 6161.3 - Toxic Art Supplies)

For classroom instructional aides or other classified staff involved in direct instruction of students, staff development activities may also include academic content of the core curriculum, teaching strategies, classroom management, or other training designed to improve student performance, conflict resolution, and relationships among students. Such professional learning opportunities shall be evaluated based on criteria specified in Education Code 44277 and BP 4131 - Staff Development.

The district's staff evaluation process may be used to recommend additional individualized staff development for individual employees.

(cf. 4215 - Evaluation/Supervision)

The Superintendent or designee shall provide a means for continual evaluation of the benefit of staff development activities to staff and students and shall regularly report to the Board regarding the effectiveness of the staff development program.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

BP 4231(e)

STAFF DEVELOPMENT (continued)

Legal Reference:

EDUCATION CODE

44277 Professional growth programs for individual teachers

44032 Travel expense payment

45380-45387 Retraining and study leave (classified employees)

45390-45392 Professional development for classified school employees

52060-52077 Local control and accountability plan

56240-56245 Staff development; service to persons with disabilities

GOVERNMENT CODE

3543.2 Scope of representation of employee organization

PUBLIC EMPLOYMENT RELATIONS BOARD DECISIONS

United Faculty of Contra Costa Community College District v. Contra Costa Community College District, (1990) PERB Order No. 804, 14 PERC P21, 085

Management Resources:

WEB SITES

California Association of School Business Officials: <http://www.casbo.org>

California School Employees Association: <http://www.csea.com>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

AR 5121(a)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT

Written report cards displaying students' grades in each subject or course shall be distributed to parents/guardians at the end of each grading period. Parents/guardians shall be offered an opportunity to meet with their child's teacher(s) to discuss the grades and strategies to improve their child's performance.

(cf. 6020 - Parent Involvement)

Whenever it becomes evident to a teacher that a student is in danger of failing a course, the teacher shall arrange a conference with the student's parent/guardian or send the parent/guardian a written report. (Education Code 49067)

(cf. 5123 - Promotion/Acceleration/Retention)

For each student in grades 9-12, the Superintendent or designee shall maintain a transcript recording the courses taken, the term that each course was taken, credits earned, final grades, and date of graduation.

(cf. 5125 - Student Records)

(cf. 6146.1 - High School Graduation Requirements)

Grades for Achievement

For grades K-3, students' level of progress shall be reported as follows:

- O Outstanding
- S Satisfactory
- N Needs Improvement

AR 5121(b)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

For grades 4-12, grades for achievement shall be reported for each grading period as follows:

A	(90-100%)	Outstanding Achievement	4.0 grade points
B	(80-89%)	Above Average Achievement	3.0 grade points
C	(70-79%)	Average Achievement	2.0 grade points
D	(60-69%)	Below Average Achievement	1.0 grade points
F	(0-59%)	Little or No Achievement	0 grade points
I		Incomplete	0 grade points

An Incomplete shall be given only when a student's work is not finished because of illness or other excused absence. If not made up within six weeks, the Incomplete shall become an F.

Because of the more rigorous nature of Advanced Placement, International Baccalaureate, honors, and concurrent postsecondary courses, students receiving a grade of A, B, or C in those courses shall receive extra grade weighting as follows:

A	(90-100%)	Outstanding Achievement	5.0 grade points
B	(80-89%)	Above Average Achievement	4.0 grade points
C	(70-79%)	Average Achievement	3.0 grade points

(cf. 6141.5 - Advanced Placement)

(cf. 6172 - Gifted and Talented Student Program)

(cf. 6172.1 - Concurrent Enrollment in College Classes)

Grades for Physical Education

No grade of a student participating in a physical education class may be adversely affected due to the fact that the student, because of circumstances beyond his/her control, does not wear standardized physical education apparel. (Education Code 49066)

(cf. 6142.7 - Physical Education and Activity)

AR 5121(c)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Student performance in high school physical education courses shall be based upon evaluation of the student's individual progress, attainment of goals in each instructional area, tests designed to determine skill and knowledge, and physical performance tests. (5 CCR 10060)

High school students using interscholastic athletic participation to fulfill physical education requirements, as authorized by Education Code 51242, may be graded on this participation provided that a teacher credentialed to teach physical education supervises this participation and assigns the grade.

(cf. 6145.2 - Athletic Competition)

Grades for College Courses

When the district has approved a student to receive district credit for coursework completed at a community college or four-year college, he/she shall receive the same letter grade as is granted by the college.

Grades for Citizenship, Study Skills, and Effort

Grades for citizenship, study skills, and effort shall be reported as follows:

O	Outstanding
S	Satisfactory
N	Needs Improvement

Pass/Fail Grading

The Superintendent or designee may identify courses or programs for which students may, with parent/guardian permission, elect to earn a Pass or Fail grade instead of a letter grade.

AR 5121(d)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Students who receive a Pass grade shall acquire the appropriate semester units of credit for the course. The grade shall not be counted in determining class rank, honors list, or membership in the California Scholarship Federation. Students who receive a Fail grade shall not receive credit for taking the course.

Peer Grading

At their discretion, teachers may use peer grading of student tests, papers, and assignments as appropriate to reinforce lessons.

Repeating Classes

With the approval of the principal or designee, a student may repeat a course in order to raise his/her grade. Both grades received shall be entered on the student's transcript, but the student shall receive credit only once for taking the course. The highest grade received shall be used in determining the student's overall grade point average (GPA).

Withdrawal from Classes

A student who drops a course during the first six weeks of the grading period may do so without any entry on his/her permanent record card. A student who drops a course after the first six weeks of the grading period shall receive an F grade on his/her permanent record, unless otherwise decided by the principal or designee because of extenuating circumstances.

Effect of Absences on Grades

AR 5121(e)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

Teachers who may choose to withhold class credit because of excessive unexcused absences shall so inform students and parents/guardians of such a possibility at the beginning of the school year or semester. When a student reaches the number of unexcused absences defined as excessive in Board policy, the student and parent/guardian shall again be notified of the district's policy regarding excessive unexcused absences.

(cf. 5113 - Absences and Excuses)

The student and parent/guardian shall have a reasonable opportunity to explain the absences. (Education Code 49067)

If a student receives a failing grade because of excessive unexcused absences, the student's record shall specify that the grade was assigned because of excessive unexcused absences. (Education Code 49067)

Grades for a student in foster care shall not be lowered if the student is absent for any reason specified in Education Code 49069.5.

(cf. 6173.1 - Education for Foster Youth)

Grade Point Average

The Superintendent or designee shall calculate each student's GPA using the grade point assigned to each letter grade in accordance with the scale described in the section "Grades for Achievement" above. The grade points for all applicable coursework shall be totaled and divided by the number of courses completed. Pass/Fail grades shall not be included in the determination of a student's GPA.

(cf. 5126 - Awards for Achievement)

(cf. 6145 - Extracurricular and Cocurricular Activities)

AR 5121(f)

GRADES/EVALUATION OF STUDENT ACHIEVEMENT (continued)

OPTION 1: When plus and minus designations are added to letter grades, they shall not be considered in determining GPA.

OPTION 2: When plus and minus designations are added to letter grades, a plus shall be computed by adding 0.3 to the value assigned the letter grade and a minus shall be computed by subtracting 0.3 from the value assigned to the letter grade.

Each academic year, the Superintendent or designee shall provide to the Student Aid Commission the GPA of all district students in grade 12, except for students who have opted out or are permitted by the rules of the Student Aid Commission to provide test scores in lieu of the GPA. (Education Code 69432.9)

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5131.2(a)

BULLYING

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No individual or group shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, retaliate, cyberbully, cause bodily injury to, or commit hate violence against any student or school personnel.

- (cf. 5131 - Conduct)*
- (cf. 5136 - Gangs)*
- (cf. 5145.3 - Nondiscrimination/Harassment)*
- (cf. 5145.7 - Sexual Harassment)*
- (cf. 5145.9 - Hate-Motivated Behavior)*

BP 5131.2(b)

BULLYING (continued)

Cyberbullying includes the creation or transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

- (cf. 5145.2 - Freedom of Speech/Expression)*

Strategies for addressing bullying in district schools shall be developed with involvement of key stakeholders, including students, parents/guardians, and staff, and may be incorporated into the comprehensive safety plan, the local control and accountability plan, and other applicable district and school plans.

- (cf. 0420 - School Plans/Site Councils)*
- (cf. 0450 - Comprehensive Safety Plan)*
- (cf. 0460 - Local Control and Accountability Plan)*
- (cf. 1220 - Citizen Advisory Committees)*
- (cf. 1400 - Relations Between Other Governmental Agencies and the Schools)*
- (cf. 6020 - Parent Involvement)*

As appropriate, the Superintendent or designee may collaborate with law enforcement, courts, social services, mental health services, other agencies, and community organizations in the development and implementation of joint strategies to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

- (cf. 1020 - Youth Services)*

BP 5131.2(c)

BULLYING (continued)

Bullying Prevention

To the extent possible, district schools shall focus on the prevention of bullying by establishing clear rules for student conduct and implementing strategies to promote a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for engaging in bullying.

(cf. 5137 - Positive School Climate)

As appropriate, the district shall provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6142.94 - History-Social Science Instruction)
(cf. 6163.4 - Student Use of Technology)

Staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective response.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

BP 5131.2(d)

BULLYING (continued)

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness an act of bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate based on the severity or pervasiveness of the bullying, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators and may contact law enforcement.

The Superintendent, principal, or principal's designee may refer a victim, witness, perpetrator, or other student affected by an act of bullying to a school counselor, school psychologist, social worker, child welfare attendance personnel, school nurse, or other school support service personnel for case management, counseling, and/or participation in a restorative justice program as appropriate. (Education Code 48900.9)

(cf. 6164.2 - Guidance/Counseling Services)

Reporting and Filing of Complaints

Any student, parent/guardian, or other individual who believes that a student has been subjected to bullying or who has witnessed bullying may report the incident to a teacher, the principal, a compliance officer, or any other available school employee. Within one business day of receiving such a report, a staff member shall notify the principal of the report, whether or not a uniform complaint is filed. In addition, any school employee who observes an incident of bullying involving a student shall, within one business day, report his/her observation to the principal or a district compliance officer, whether or not the alleged victim files a complaint.

Within two business days of receiving a report of bullying, the principal shall notify the district compliance officer identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

BP 5131.2(e)

BULLYING (continued)

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated. When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee may file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

When a report of bullying is submitted, the principal or a district compliance officer shall inform the student or parent/guardian of the right to file a formal written complaint in accordance with AR 1312.3. The student who is the alleged victim of the bullying shall be given an opportunity to describe the incident, identify witnesses who may have relevant information, and provide other evidence of bullying.

Investigation and Resolution of Complaints

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and the district's uniform complaint procedures specified in AR 1312.3.

BP 5131.2(f)

BULLYING (continued)

If, during the investigation, it is determined that a complaint is about nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

Discipline

Corrective actions for a student who commits an act of bullying of any type may include counseling, behavioral intervention and education, and, if the behavior is severe or pervasive as defined in Education Code 48900, may include suspension or expulsion in accordance with district policies and regulations.

(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)

BP 5131.2(g)

BULLYING (continued)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 6159.4 - Behavioral Interventions for Special Education Students)

Any employee who permits or engages in bullying or retaliation related to bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
32283.5 Bullying; online training
35181 Governing board policy on responsibilities of students
35291-35291.5 Rules
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan

PENAL CODE

422.55 Definition of hate crime
647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

CODE OF FEDERAL REGULATIONS, TITLE 28

35.107 Nondiscrimination on basis of disability; complaints

CODE OF FEDERAL REGULATIONS, TITLE 34

104.7 Designation of responsible employee for Section 504

106.8 Designation of responsible employee for Title IX

110.25 Notification of nondiscrimination on the basis of age

COURT DECISIONS

Wynar v. Douglas County School District, (2013) 728 F.3d 1062

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources: (see next page)

BP 5131.2(h)

BULLYING (continued)

Management Resources:

CSBA PUBLICATIONS

Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

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

Bullying at School, 2003

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Bullying of Students with Disabilities, August 2013

Dear Colleague Letter: Harassment and Bullying, October 2010

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lr/ss>

Common Sense Media: <http://www.common Sense Media.org>

National School Safety Center: <http://www.schoolsafety.us>

ON[the]LINE, digital citizenship resources: <http://www.onthelineca.org>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5148.2(a)

BEFORE/AFTER SCHOOL PROGRAMS

The Governing Board desires to provide before-school and/or after-school enrichment programs that support the regular education program and provide safe alternatives for students. In order to increase academic achievement of participating students, the content of such programs shall be coordinated with the district's vision and goals for student learning, its curriculum, and district and state academic standards.

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)
(cf. 5147 - Dropout Prevention)
(cf. 5148 - Child Care and Development)
(cf. 6011 - Academic Standards)
(cf. 6176 - Weekend/Saturday Classes)
(cf. 6177 - Summer Learning Programs)
(cf. 6179 - Supplemental Instruction)

The district's program shall be planned through a collaborative process that includes parents/guardians, students, and representatives of participating schools, governmental agencies including city and county parks and recreation departments, local law enforcement, community organizations, and, if appropriate, the private sector. (Education Code 8422, 8482.5)

BP 5148.2(b)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

(cf. 1020 - Youth Services)
(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 1700 - Relations Between Private Industry and the Schools)
(cf. 6020 - Parent Involvement)

The establishment of any program shall be approved by the Board and the principal of each participating school. (Education Code 8421, 8482.3)

The Superintendent or designee shall ensure that all staff who directly supervise students in the district's before-school and/or after-school program possess appropriate knowledge and experience. As needed, staff and volunteers shall receive ongoing training related to their job responsibilities. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)
(cf. 4131 - Staff Development)
(cf. 4222 - Teacher Aides/Paraprofessionals)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The program shall include academic and enrichment elements in accordance with law and administrative regulation. In addition, the program may include support services that reinforce the educational component and promote student health and well-being.

(cf. 0450 - Comprehensive Safety Plan)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 5030 - Student Wellness)
(cf. 5131.6 - Alcohol and Other Drugs)
(cf. 6142.7 - Physical Education and Activity)

No fee shall be charged for participation in the program.

BP 5148.2(c)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

The Board and the Superintendent or designee shall monitor student participation rates and shall identify multiple measures that shall be used to evaluate program effectiveness. Such measures may include, but are not limited to, student outcome data; program self-assessments; feedback from staff, participating students, and parents/guardians; and observations of program activities.

(cf. 0500 - Accountability)

BP 5148.2(d)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Every three years, the program shall review its after-school program plan, including program goals, program content, and outcome measures. Documentation of the program plan shall be maintained for a minimum of five years. (Education Code 8482.3)

(cf. 3580 - District Records)

Legal Reference:

EDUCATION CODE

8263 Eligibility and priorities for subsidized child development services
8263.4 Enrollment of students ages 11-12 years
8273.1 Family fees, exemptions
8350-8359.1 Programs for CalWORKS recipients
8360-8370 Personnel qualifications
8420-8428 21st Century After-School Program for Teens
8482-8484.65 After School Education and Safety Program
8484.7-8484.9 21st Century Community Learning Centers
8490-8490.7 Distinguished After School Health Recognition Program
17264 New construction; accommodation of before- and after-school programs
35021.3 After-school physical recreation instructors
45125 Criminal record check
45330 Paraprofessionals; instructional aides
35340-45349 Paraprofessionals; instructional aides
49024 Criminal background check; Activity Supervisor Clearance Certificate
49430-49434 Nutrition standards
49553 Free or reduced-price meals
69530-69547.9 Cal Grant program
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide programs
6319 Program improvement
7171-7176 21st Century Community Learning Centers
UNITED STATES CODE, TITLE 42

1766-1766a Child and Adult Care Food Program
CODE OF FEDERAL REGULATIONS, TITLE 7
226.17 Nutrition standards

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

A Crosswalk Between the Quality Standards for Expanded Learning and Program Quality Assessment Tools, 2014

Quality Standards for Expanded Learning in California: Creating and Implementing a Shared Vision of Quality, 2014

California After School Physical Activity Guidelines, 2009

Management Resources continued: (see next page)

BP 5148.2(e)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

Management Resources: (continued)

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS

21st Century Community Learning Centers, Nonregulatory Guidance, February 2003

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education, Before and After School: <http://www.cde.ca.gov/ls/ba>

California Healthy Kids Survey: <https://chks.wested.org>

California School-Age Consortium: <http://calsac.org>

Commission on Teacher Credentialing: <http://www.ctc.ca.gov>

Partnership for Children and Youth: <http://partnerforchildren.org>

U.S. Department of Agriculture: <http://www.fns.usda.gov/cnd/care/afterschool.htm>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

AR 5148.2(a)

BEFORE/AFTER SCHOOL PROGRAMS**Grades K-8**

The district's After School Education and Safety (ASES) program or 21st Century Community Learning Center (21st CCLC) program may serve students in grades K-8. (Education Code 8482.3, 8484.8)

Consistent with state funding priorities, the district shall, to the extent feasible, give priority to establishing ASES programs that serve students in schools with the highest percentage of students eligible for free and reduced-price meals.

(cf. 3553 - Free and Reduced Price Meals)

The district's 21st CCLC program shall primarily serve students in Title I schoolwide programs or serve a high percentage of students from low-income families. (Education Code 8484.8; 20 USC 7173)

(cf. 6171 - Title I Programs)

The district's ASES and 21st CCLC program(s) shall be operated in accordance with the following:

1. Program Elements

- a. The program shall include an educational and literacy element in which tutoring or homework assistance is provided in language arts, mathematics, history and social science, computer training, and/or science. (Education Code 8482.3)

(cf. 6142.91 - Reading/Language Arts Instruction)

(cf. 6142.92 - Mathematics Instruction)

(cf. 6142.93 - Science Instruction)

(cf. 6154 - Homework/Makeup Work)

(cf. 6163.4 - Student Use of Technology)

- b. The program shall include an educational enrichment element which may include, but is not limited to, fine arts, career technical education, recreation, technology, physical fitness, and prevention activities. (Education Code 8482.3)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.62 - Tobacco)

(cf. 6142.6 - Visual and Performing Arts)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6178 - Career Technical Education)

AR 5148.2(c)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

2. Nutrition

- a. If snacks or meals are made available in the program, they shall conform to state nutrition standards specified in Education Code 49430-49434 or 42 USC 1766 as applicable. (Education Code 8482.3; 42 USC 1766-1766a; 7 CFR 226.17)
- b. The district's before-school program shall offer a breakfast meal as described in Education Code 49553 for all program participants. (Education Code 8483.1)

(cf. 3550 - Food Service/Child Nutrition Program)

(cf. 3554 - Other Food Sales)

(cf. 5030 - Student Wellness)

3. Location of Program

- a. The program may be offered at one or multiple school sites and/or at an easily available and accessible off-campus facility. (Education Code 8482.3)
- b. When there is a significant barrier to student participation in either the before-school or after-school component of a program at the school of attendance, the district may, with the approval of the Superintendent of Public Instruction, provide services at another school site. A significant barrier includes either of the following: (Education Code 8482.8)

- (1) Fewer than 20 students participating in the program component

AR 5148.2(d)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- (2) Extreme transportation constraints, including, but not limited to, desegregation busing, busing for magnet or open enrollment schools, or student dependence on public transportation

In such cases, the district shall arrange for safe, supervised transportation between school sites; ensure communication among staff in the regular school program, staff in the before-school or after-school program, and parents/guardians; and ensure alignment of the educational and literacy elements with the regular school program of participating students. (Education Code 8482.8)

(cf. 3540 - Transportation)

4. Staffing

- a. All staff members who directly supervise students shall, at a minimum, meet the qualifications for an instructional aide. (Education Code 8483.4; 20 USC 6319)

(cf. 4222 - Teacher Aides/Paraprofessionals)

- b. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in law and Board policy. (Education Code 8483.4)

(cf. 1240 - Volunteer Assistance)

(cf. 4112.4/4212.4/4312.4 - Health Examinations)

(cf. 4112.5/4212.5/4312.5 - Criminal Record Check)

- c. The student-to-staff ratio shall be no more than 20 to 1. (Education Code 8483.4)

AR 5148.2(e)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

5. Hours of Operation

- a. A before-school program shall not operate for less than one and one-half hours per regular school day. (Education Code 8483.1)
- b. An after-school program shall begin immediately upon the conclusion of the regular school day and shall operate a minimum of 15 hours per week and at least until 6 p.m. on every regular school day. (Education Code 8483)

6. Admissions

- a. Every student attending a school operating a program is eligible to participate in the program, subject to program capacity. (Education Code 8482.6)

(cf. 0410 - Nondiscrimination in District Programs and Activities)

- b. If the number of students wishing to participate in the program exceeds program capacity, students shall be selected for enrollment based on the following guidelines:
 - (1) Priority for enrollment of middle or junior high school students shall be given to students who attend daily. (Education Code 8483, 8483.1)
 - (2) Priority for enrollment may be given to students identified as in need of academic remediation or support in accordance with Board policy or administrative regulations.

(cf. 6179 - Supplemental Instruction)

- (3) Any remaining capacity shall be filled by students selected at random.
- (4) A waiting list shall be established to accommodate additional students if space becomes available.

7. Attendance/Early Release

AR 5148.2(f)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

- a. Each student admitted into a district program shall be expected to attend the full number of hours that the program is in operation every day that he/she participates.
- b. When necessary, a student's parent/guardian may request, in writing, that the Superintendent or designee approve the reasonable late daily arrival of his/her child for the before-school program or the reasonable early daily release of his/her child from the after-school program. The Superintendent or designee shall not approve such a request if the student would be attending less than one-half of the daily program hours.

Volunteers

The Superintendent or designee may establish a registry of volunteer after-school physical recreation instructors and other before-school and after-school program volunteers. (Education Code 35021.3)

AR 5148.2(j)

BEFORE/AFTER SCHOOL PROGRAMS (continued)

To be included in the registry, a volunteer shall submit to a criminal background check pursuant to Education Code 45125. He/she also shall submit current contact information to the district and shall update that information whenever the information changes. (Education Code 35021.3)

The Superintendent or designee may use a volunteer registered with the district or may select another person to provide physical recreation to students after school hours or to provide other services. (Education Code 35021.3)

Reports

The Superintendent or designee shall annually submit to the CDE outcome-based data, including, but not limited to: (Education Code 8427, 8482.3, 8484)

1. For participating students, school day attendance on an annual basis and program attendance on a semi-annual basis

- Evidence of a program quality improvement process that is data driven and based on CDE program quality standards

(cf. 0500 - Accountability)

F.1.ss

Regulation
approved:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Students

BP 5148.3(a)

Instruction

BP 6163.4(a)

STUDENT USE OF TECHNOLOGY

The Governing Board intends that technological resources provided by the district be used in a safe and responsible manner in support of the instructional program and for the advancement of student learning. All students using these resources shall receive instruction in their proper and appropriate use.

(cf. 0440 - District Technology Plan)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 4040 - Employee Use of Technology)
(cf. 6163.1 - Library Media Centers)

Teachers, administrators, and/or library media specialists are expected to review the technological resources and online sites that will be used in the classroom or assigned to students in order to ensure that they are appropriate for the intended purpose and the age of the students.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district technology, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with this Board policy and the district's Acceptable Use Agreement.

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Before a student is authorized to use district technology, the student and his/her parent/guardian shall sign and return the Acceptable Use Agreement. In that agreement, the

parent/guardian shall agree not to hold the district or any district staff responsible for the failure of any technology protection measures or user mistakes or negligence and shall agree to indemnify and hold harmless the district and district staff for any damages or costs incurred.

(cf. 6162.6 - Use of Copyrighted Materials)

BP 6163.4(b)

STUDENT USE OF TECHNOLOGY (continued)

The district reserves the right to monitor student use of technology within the jurisdiction of the district without advance notice or consent. Students shall be informed that their use of district technology, including, but not limited to, computer files, email, text messages, instant messaging, and other electronic communications, is not private and may be accessed by the district for the purpose of ensuring proper use. Students have no reasonable expectation of privacy in use of the district technology. Students' personally owned devices shall not be searched except in cases where there is a reasonable suspicion, based on specific and objective facts, that the search will uncover evidence of a violation of law, district policy, or school rules.

(cf. 5145.12 - Search and Seizure)

The Superintendent or designee may gather and maintain information pertaining directly to school safety or student safety from the social media activity of any district student in accordance with Education Code 49073.6 and BP/AR 5125 - Student Records.

(cf. 5125 - Student Records)

Whenever a student is found to have violated Board policy or the district's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the district's equipment and other technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)

(cf. 5144 - Discipline)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

BP 6163.4(c)

STUDENT USE OF TECHNOLOGY (continued)

The Superintendent or designee, with input from students and appropriate staff, shall regularly review and update procedures to enhance the safety and security of students using district technology and to help ensure that the district adapts to changing technologies and circumstances.

Internet Safety

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that protects against access to visual depictions that are

obscene, child pornography, or harmful to minors and that the operation of such measures is enforced. (20 USC 6777; 47 USC 254; 47 CFR 54.520)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities.

BP 6163.4(d)

STUDENT USE OF TECHNOLOGY (continued)

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes, in a patently offensive way, sexual conduct and which lacks serious literary, artistic, political, or scientific value for minors. (Penal Code 313)

The district's Acceptable Use Agreement shall establish expectations for appropriate student conduct when using the Internet or other forms of electronic communication, including, but not limited to, prohibitions against:

1. Accessing, posting, submitting, publishing, or displaying harmful or inappropriate matter that is threatening, obscene, disruptive, or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, sex, gender, sexual orientation, age, disability, religion, or political beliefs

(cf. 5131 - Conduct)

(cf. 5131.2 - Bullying)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

2. Intentionally uploading, downloading, or creating computer viruses and/or maliciously attempting to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking"
3. Distributing personal identification information, including the name, address, telephone number, Social Security number, or other personally identifiable information, of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting one's own personal identification information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

STUDENT USE OF TECHNOLOGY (continued)

Legal Reference:

EDUCATION CODE

49073.6 *Student records; social media*
51006 *Computer education and resources*
51007 *Programs to strengthen technological skills*
60044 *Prohibited instructional materials*

PENAL CODE

313 *Harmful matter*
502 *Computer crimes, remedies*
632 *Eavesdropping on or recording confidential communications*
653.2 *Electronic communication devices, threats to safety*

UNITED STATES CODE, TITLE 15

6501-6506 *Children's Online Privacy Protection Act*

UNITED STATES CODE, TITLE 20

6751-6777 *Enhancing Education Through Technology Act, Title II, Part D, especially:*
6777 *Internet safety*

UNITED STATES CODE, TITLE 47

254 *Universal service discounts (E-rate)*

CODE OF FEDERAL REGULATIONS, TITLE 16

312.1-312.12 *Children's Online Privacy Protection Act*

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 *Internet safety policy and technology protection measures, E-rate discounts*

COURT DECISIONS

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

WEB SITES

CSBA: <http://www.csba.org>

American Library Association: <http://www.ala.org>

California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>

Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy Protection:

<http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Policy
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Instruction

E 6163.4(a)

STUDENT USE OF TECHNOLOGY

ACCEPTABLE USE AGREEMENT

AND RELEASE OF DISTRICT FROM LIABILITY (STUDENTS)

The _____ School District authorizes students to use technology owned or otherwise provided by the district as necessary for instructional purposes. The use of district technology is a privilege permitted at the district's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The district reserves the right to suspend access at any time, without notice, for any reason.

The district expects all students to use technology responsibly in order to avoid potential problems and liability. The district may place reasonable restrictions on the sites, material, and/or information that students may access through the system.

Each student who is authorized to use district technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they have read and understand the agreement.

Definitions

District technology includes, but is not limited to, computers, the district's computer network including servers and wireless computer networking technology (wi-fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through district-owned or personally owned equipment or devices.

Student Obligations and Responsibilities

Students are expected to use district technology safely, responsibly, and for educational purposes only. The student in whose name district technology is issued is responsible for its proper use at all times. Students shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

E 6163.4(b)

STUDENT USE OF TECHNOLOGY (continued)

Students are prohibited from using district technology for improper purposes, including, but not limited to, use of district technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive
2. Bully, harass, intimidate, or threaten other students, staff, or other individuals ("cyberbullying")

3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another student, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights
5. Intentionally disrupt or harm district technology or other district operations (such as destroying district equipment, placing a virus on district computers, adding or removing a computer program without permission from a teacher or other district personnel, changing settings on shared computers)
6. Install unauthorized software
7. "Hack" into the system to manipulate data of the district or other users
8. Engage in or promote any practice that is unethical or violates any law or Board policy, administrative regulation, or district practice

Privacy

Since the use of district technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology.

The district reserves the right to monitor and record all use of district technology, including, but not limited to, access to the Internet or social media, communications sent or received from district technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. Students should be aware that, in most instances, their use of district technology (such as web searches and emails) cannot be erased or deleted.

E 6163.4(c)

STUDENT USE OF TECHNOLOGY (continued)

All passwords created for or used on any district technology are the sole property of the district. The creation or use of a password by a student on district technology does not create a reasonable expectation of privacy.

Personally Owned Devices

If a student uses a personally owned device to access district technology, he/she shall abide by all applicable Board policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If a student becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the teacher or other district personnel.

Consequences for Violation

Violations of the law, Board policy, or this agreement may result in revocation of a student's access to district technology and/or discipline, up to and including suspension or expulsion. In addition, violations of the law, Board policy, or this agreement may be reported to law enforcement agencies as appropriate.

Student Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Name: _____ Grade: _____
(Please print)

School: _____

Signature: _____ Date: _____

Parent or Legal Guardian Acknowledgment

If the student is under 18 years of age, a parent/guardian must also read and sign the agreement.

E 6163.4(d)

STUDENT USE OF TECHNOLOGY (continued)

As the parent/guardian of the above-named student, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use district technology and/or to access the school's computer network and the Internet. I understand that, despite the district's best efforts, it is impossible for the school to restrict access to all offensive and controversial materials. I agree to release from liability, indemnify, and hold harmless the school, district, and district personnel against all claims, damages, and costs that may result from my child's use of district technology or the failure of any technology protection measures used by the district. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the school setting.

Name: _____ Date: _____
(Please print)

Signature: _____

F.1.uu

Exhibit
version:

CSBA MANUAL MAINTENANCE SERVICE
July 2015

Board Bylaws

BB 9100(a)

ORGANIZATION

Annual Organizational Meeting

Each year, the Governing Board shall hold an annual organizational meeting. In any year in which a regular election of district Board members is conducted, the organizational meeting shall be held within a 15-day period beginning from the date upon which a Board member elected at that election takes office. During non-election years, the meeting shall be held within the same 15-day period on the calendar. (Education Code 35143)

The day and time of the annual meeting shall be selected by the Board at its regular meeting held immediately prior to the first day of the 15-day period. On behalf of the Board, the Superintendent shall notify the County Superintendent of Schools of the day and time selected. Within 15 days prior to the date of the annual meeting, the clerk of the Board, with the assistance of the Superintendent, shall notify in writing all Board members and members-elect of the date and time selected for the meeting. (Education Code 35143)

At this meeting the Board shall:

1. Elect a president and a clerk and/or vice president from its members
2. Appoint the Superintendent as secretary to the Board
3. Authorize signatures
4. Approve a schedule of regular meetings for the year and a Board governance calendar stating the time when the Board will address important governance matters

BB 9100(b)

ORGANIZATION (continued)

5. Designate Board representatives to serve on committees or commissions of the district, other public agencies, or organizations with which the district partners or collaborates

(cf. 9140 - Board Representatives)

6. Review and/or consider resources that define and clarify the Board's governance and leadership roles and responsibilities including, but not limited to, governance standards, meeting protocols, Board rules and bylaws, and other Board development materials

(cf. 9000 - Role of the Board)

(cf. 9005 - Governance Standards)

(cf. 9230 - Orientation)

(cf. 9240 - Board Development)

(cf. 9320 - Meetings and Notices)

(cf. 9323 - Meeting Conduct)

Election of Officers

The Board shall each year elect one of its members to be (clerk)/(vice president). This member shall be one who previously has not served in office, unless all the Board's members have previously served in office. After serving one year as (clerk)/(vice president), the elected member shall serve one year as president of the Board.

(cf. 9224 - Oath or Affirmation)

BB 9100(c)

ORGANIZATION (continued)

The election of Board officers shall be conducted during an open session of the annual organizational meeting.

Legal Reference:

EDUCATION CODE

5017 Term of office

35143 Annual organizational meeting date, and notice

35145 Public meetings

GOVERNMENT CODE

54953 Meetings to be open and public; attendance

ATTORNEY GENERAL OPINIONS

68 Ops.Cal.Atty.Gen. 65 (1985)

59 Ops.Cal.Atty.Gen. 619, 621-622 (1976)

Bylaw
adopted:

CSBA MANUAL MAINTENANCE SERVICE
July 2015



William J. Schmidt, Owner

P.O. Box 95 | MAXWELL, CA 95955

530-383-3891 | bs@schmidtconst.com

PROPOSAL

CUSTOMER

Colusa Unified
School District

DATE

08.14.2015

VALID THROUGH

10.15.2015

CONTACT

Terry Biladeau
745 Tenth Street
Colusa, CA 95932
tbiladeau@colusa.k12.ca.us

PROPOSAL PRICING:

One (1) 100' X 50' Steel Building and erection:	\$61,413
Pier & perimeter footings:	\$19,413
Mobilization:	\$ 3,000
TOTAL:	\$83,826

OPTION PRICING:

4400 sq. ft. concrete slab per plan:	\$ 30,360
Wall lights	\$ 2,760
Sky lights	\$ 1,840
Soils report	\$ 9,900
Roof insulation	\$ 3,900

PROJECT

Colusa High School
Ag Barn

Clarifications/Exclusions:

*Building includes ridge vents.

*Proposal includes foundation engineering and plans, all building components as specified in plan, and prevailing wage.

*Schmidt Construction, reserves the right to change all pricing if any plans, Geotechnical reports, and/or specifications supersede information.

*Clear, firm and level access to inside and perimeter of building is assumed on this proposal for cranes, forklifts, men, and equipment.

*Optional items may be included as the district deems necessary or cost effective. Optional item pricing is based upon completion in conjunction with the building erection.

Signed & submitted:

William J. Schmidt, Owner

8/14/2015

Date

BID-PROPOSAL

This form complies with professional standards in effect January 1-December 31, 2015



True North Constructors

License B & A #868599 / SBA #55544 / DIR #1000004087
5812 Green Acres Drive
Anderson, CA. 96007
PHONE (530) 355-9515 FAX (530) 365-8633

DATE:
June 7, 2015
PROPOSAL NO:
025-15

<i>and</i> BUYER/ OWNER	NAME	Colusa Unified School District		
	PROJECT ADDRESS	CITY	STATE/ZIP	PHONE
	901 Colus Avenue	Colusa	CA. 95932	530-458-7791
	ALTERNATE ADDRESS (IF ANY)	CITY	STATE/ZIP	PHONE
	745 Tenth Street	Colusa	CA. 95932	530-458-4030

Project To Begin: TBD

Contract Completion Date: TBD

Date Of Plans: N/A Architect: N/A Engineer: N/A

Work performed at Colusa High School Ag Barn at 901 Colus Ave. Colusa CA. 95932
(Street Address And Legal Description, If Known)

We hereby propose to furnish the following work: Supply all material, labor, and equipment to erect one 50 foot by 100 foot pre-manufactured steel building per requirements distributed by Colusa Unified School District and per mandatory job walk.

1. Supply and erect one 50' x 100' x 12' steel building for Ag department use. Steel building manufacturer is Nucor Building Systems. Nucor meets or exceeds all specification, requirements, and current codes for this project. Included in the building package is as follows:
 - a. Red Primer structural steel framing at 25' centers
 - b. Red Primer secondary framing (roof purlins and wall girts)
 - c. All fasteners for erection
 - d. X bracing for lateral loading
 - e. Building design criteria: CBC 2013, Class I, 20 psf live load, 0 snow load, 100 mph wind speed, exp. B, Seismic: Ss 0.814 / S1 0.337, Site class D, 2 psf collateral load.
 - f. Wall panels: 26 gauge Nucor Classic / color TBD (south wall to be open 8' high along entire wall)
 - g. Roof panels: 26 gauge Nucor Classic / color TBD roof slope figured at 1 and 12 pitch. (roof translucent panels at one per bay for a total of 8)
 - h. Rake trim, eave trim, corner trim, and door trim (no gutters or down spouts)
 - i. 2) 3-0 x 7-0 steel man doors (locksets not included)
 - j. 2) 12-0 x 10-0 Steel non-insulated chain hoist driven roll up doors by Janus.
 - k. Engineering, plans and calculations
 - l. High strength bolt inspection
2. Foundation: Supply all material, equipment, and Labor for 10 pier foundations designed to erect steel building above and the following is included:
 - a. Footing excavation. (spoil removal from job site not included)
 - b. Form system
 - c. Rebar and anchor bolts
 - d. Concrete
 - e. Foundation engineering

PRICE FOR ALL ITEMS ABOVE INSTALLED AND IN PLACE:

\$ 119,470.00

Alternate #1: Add two 10' x 12" operable roof vents

\$ 2,088.00

Alternate #2: Add translucent panels to the top section of the wall sheeting:

\$ 4,343.00

Alternate #3: Add 3 inch thick blanket insulation at roof only for condensate control:

\$ 5,676.00

Not included: Permit fees, Electrical, Plumbing, special painting, HVAC, flat slab concrete, Animal pens, permanent fencing, storm water pollution prevention plan

PROPOSED PAYMENT: Owner agrees to pay Contractor a total price of \$see prices above. The payment schedule will be:

- (1) Down payment of \$0,
- (2) Payment schedule as follows: Progress Payments

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

X /15

OWNER/BUYER SIGNATURE DATE

X /15

OWNER/BUYER SIGNATURE DATE

CONTRACTOR SIGNATURE



Contract Amendment #1

**Colusa Unified School District
Egling Middle School Paving and Choir Portable Replacement Project**

August 25, 2015

Agreement dated August 11, 2015 between Colusa Unified School District and Architectural Nexus, Inc. for professional design services in connection with the Egling Middle School Paving and Choir Portable Replacement project.

This Amendment augments the Construction Budget by \$79,000, increases not-to-exceed Fee by \$8,100, and adds scope to the Agreement.

AMEND EXHIBIT A, CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES AS FOLLOWS:

Replace Construction Budget of \$653,000 with: \$732,000

A-E Fees – Replace Paragraphs A & B with the following:

- A. The Total Fee is not-to-exceed Eighty-seven Thousand Four Hundred Twenty and NO/100 Dollars (\$87,420). 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 Eighty-six Thousand Four Hundred Twenty and NO/100 Dollars (\$86,420). Following is the allocation of the Total Fixed Fee as described in Article 12:
 - 1. Compensation for Basic Services: The Owner shall compensate A-E for performing the, as follows:
 - a. 15% of Fixed Fee or \$12,963 for Schematic Design Phase.
 - b. 20% of Fixed Fee or \$17,284 for Design Development Phase.
 - c. 25% of Fixed Fee or \$21,605 for DSA submission.
 - d. 5% of Fixed Fee or \$4,321 for completion of 100% CD
 - e. 5% of Fixed Fee or \$4,321 for incorporation of review comments
 - f. 5% of Fixed Fee or \$4,321 for Bid and Award Phase
 - g. 20% of Fixed Fee or \$17,284 for Construction Phase
 - h. 5% of Fixed Fee or \$4,321 for Closeout Phase

AMEND EXHIBIT D, SCOPE OF SERVICES AND DELIVERABLES AS FOLLOWS:

Replace Paragraph entitled “Description of Project” with:

- Remove the existing non-DSA-approved portable choir classroom and concrete ramp.
- Locate a new/used portable classroom on the north side of the campus adjacent to the existing portables.
- Locate a new/used portable classroom on the south side of the campus.
- Foundation shall be preservative pressure-treated wood. A-E shall initiate a request for waiver of durability requirements for permanent foundations at the time the application for plan approval is filed.
- Provide pre-fabricated metal wheelchair accessible ramps.
- Provide low voltage infrastructure to the portable classrooms from the existing campus-wide low voltage infrastructure and distribute within the building per the District’s requirements.
- Replace the existing asphalt hard courts and striping on the east and west sides of the campus.
- Provide an accessible path of travel as required.
- Modify the exiting Building 100 boys, girls, and staff restrooms per current code requirements.
- During the Schematic Design Phase, conduct a preliminary meeting with DSA to confirm the obligatory accessibility upgrades and the project scope, and advise the Owner of any potential scope, schedule and budget impacts

This Amendment is executed as of the day and year first written above.

A-E’s Signature _____

Date: _____

Owner’s
Signature _____

Date: _____

Contract Amendment #1**Colusa Unified School District and
Entek Consulting Group, Inc. for
Professional Hazardous Material Abatement Consulting Services****August 25, 2015**

Agreement dated April 21, 2015 between Colusa Unified School District and Entek Consulting Group, Inc., for professional hazardous material abatement consulting services.

This Amendment increases the not-to-exceed compensation by Two Thousand Three Hundred Sixty-five and NO/100 Dollars (\$2,365.00) to allow for unforeseen additional bulk sample analyses required for materials found to contain asbestos less than 10% for waste classification.

AMEND ARTICLE 6. CONSULTANT COMPENSTION, Paragraph A. 1. AS FOLLOWS:

1. A fee currently estimated not-to-exceed Fifty-Three Thousand Seven Hundred Fifty and NO/100 Dollars (\$53,750.00) to be paid as provided in Article 6 Paragraph B, below, and in Exhibit "A" to this Agreement, incorporated herein by reference. This total is only an estimate and actual amount of effort necessary may require additional compensation. To the extent this amount may be exceeded, the additional amount will be addressed under an Amendment to this Agreement and Consultant shall not be obligated to provide further services if the Agreement's not-to-exceed amount is reached and the Owner does not enter into an Amendment authorizing additional compensation. The Consultant shall keep the Owner informed on a monthly basis on the status of the remaining Agreement balance and will prepare for the Owner's consideration an Amendment as may be necessary to augment the fee budget.

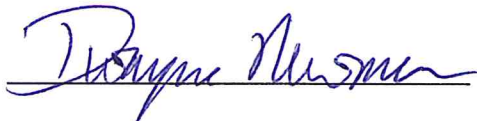
This Amendment is executed as of the day and year first written above.

Consultant's
Signature



Date: 8-20-15

Owner's
Signature



Date: 9/1/15

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
 4200 ROCKLIN ROAD, STE. 7
 ROCKLIN, CA 95677
 (916) 632-6800
 TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
 745 TENTH STREET
 COLUSA, CA 95932

Invoice # 15/0296

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3555	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS BURCHFIELD PRIMARY SCHOOL					
Date	Description	Hours/Qty	Rate	Amount	
5-14-15	PROJECT PREP	2	78.00	156.00	
5-27-15	ONSITE SURVEY & SAMPLING (2 TECHS)	16	98.00	1,568.00	
5-28-15	ONSITE SURVEY, SAMPLING, & LBP TESTING (2 TECHS)	16	98.00	1,568.00	
6-1-15	LABORATORY SUBMITTAL	3.5	98.00	343.00	
6-2-15	ONSITE SURVEY & SAMPLING	5	98.00	490.00	
6-3-15	LABORATORY SUBMITTAL	1.5	98.00	147.00	
6-5-15	SAMPLE LOCATION MAPS	3	78.00	234.00	
6-8-15	SURVEY REPORT PREP	4.5	98.00	441.00	
	SAMPLE LOCATION MAPS	4	78.00	312.00	
6-9-15	SURVEY REPORT PREP	4.5	98.00	441.00	
	XRF DATA SHEETS & 8552 FORM	4	78.00	312.00	
6-10-15	COMPLETE XRF DATA SHEETS & 8552 FORM	1.5	78.00	117.00	
6-17-15	SURVEY REPORT PREP	4	98.00	392.00	
	SAMPLE LOCATION MAPS	1.5	78.00	117.00	
6-19-15	SURVEY REPORT PREP	2.5	98.00	245.00	
6-24-15	SURVEY REPORT PREP	3.5	98.00	343.00	
	SAMPLE LOCATION MAPS	0.5	78.00	39.00	
6-25-15	SURVEY REPORT PREP	8	98.00	784.00	
	SAMPLE LOCATION MAPS	2.5	78.00	195.00	
6-26-15	COMPLETE SURVEY REPORT	4	98.00	392.00	
	SPECIFICATION PREP	1	98.00	98.00	
6-29-15	SPECIFICATION PREP	2	98.00	196.00	
6-30-15	COMPLETE SPECIFICATIONS	2.5	98.00	245.00	
7-2-15	COPY & MAIL SURVEY & SPECS	1.73076	78.00	135.00	
			Total		

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
4200 ROCKLIN ROAD, STE. 7
ROCKLIN, CA 95677
(916) 632-6800
TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
745 TENTH STREET
COLUSA, CA 95932

Invoice # 15/0296

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3555	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS BURCHFIELD PRIMARY SCHOOL					
Date	Description	Hours/Qty	Rate	Amount	
5-27-15	LABORATORY FEES				
	PLM - ASBESTOS BULK SAMPLES	104	25.00	2,600.00	
5-28-15	PLM - ASBESTOS BULK SAMPLES	72	25.00	1,800.00	
	AA - LEAD BULK SAMPLES	23	30.00	690.00	
	LBP TESTING USING XRF - 0.5 DAY	0.5	250.00	125.00	
6-2-15	PLM - ASBESTOS BULK SAMPLES	26	25.00	650.00	
	PLM - ASBESTOS POINT COUNT SAMPLES	14	55.00	770.00	
				Total	\$15,945.00

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
 4200 ROCKLIN ROAD, STE. 7
 ROCKLIN, CA 95677
 (916) 632-6800
 TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
 745 TENTH STREET
 COLUSA, CA 95932

Invoice # 15/0297

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3556	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS EGLING MIDDLE SCHOOL					
Date	Description	Hours/Qty	Rate	Amount	
5-14-15	PROJECT PREP	2	78.00	156.00	
5-21-15	ONSITE SURVEY & SAMPLING (2 TECHS)	16	98.00	1,568.00	
5-22-15	ONSITE SURVEY & SAMPLING (2 TECHS)	16	98.00	1,568.00	
5-26-15	ONSITE SURVEY, SAMPLING, & LBP TESTING (2 TECHS)	14	98.00	1,372.00	
6-1-15	LABORATORY SUBMITTAL	3.5	98.00	343.00	
6-2-15	ONSITE SURVEY & SAMPLING (2 TECHS)	5	98.00	490.00	
6-3-15	LABORATORY SUBMITTAL	1.5	98.00	147.00	
6-4-15	XRF DATA SHEETS	1.5	78.00	117.00	
6-8-15	SURVEY REPORT PREP	2.5	98.00	245.00	
6-9-15	SURVEY REPORT PREP	1.5	98.00	147.00	
	COMPLETE XRF DATA SHEETS & 8552 FORM	2.5	78.00	195.00	
6-10-15	SAMPLE LOCATION MAPS	2	78.00	156.00	
6-15-15	SAMPLE LOCATION MAPS	3	78.00	234.00	
6-17-15	SURVEY REPORT PREP	2	98.00	196.00	
6-18-15	SURVEY REPORT PREP	1.5	98.00	147.00	
6-23-15	SURVEY REPORT PREP	4	98.00	392.00	
6-24-15	SURVEY REPORT PREP	2	98.00	196.00	
6-25-15	COMPLETE SURVEY REPORT	3.5	98.00	343.00	
6-29-15	SPECIFICATION PREP	3	98.00	294.00	
6-30-15	COMPLETE SPECIFICATIONS	2.5	98.00	245.00	
7-2-15	COPY & MAIL SURVEY & SPECS	1.52564	78.00	119.00	
	LABORATORY FEES				
5-21-15	PLM - ASBESTOS BULK SAMPLES	61	25.00	1,525.00	
5-22-15	PLM - ASBESTOS BULK SAMPLES	104	25.00	2,600.00	
5-26-15	PLM - ASBESTOS BULK SAMPLES	18	25.00	450.00	
	AA - LEAD BULK SAMPLES	21	30.00	630.00	
	LBP TESTING USING XRF - 0.5 DAY	0.5	250.00	125.00	
6-2-15	PLM - ASBESTOS BULK SAMPLES	38	25.00	950.00	
	PLM - ASBESTOS POINT COUNTS	4	55.00	220.00	
			Total	\$15,170.00	

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
4200 ROCKLIN ROAD, STE. 7
ROCKLIN, CA 95677
(916) 632-6800
TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
745 TENTH STREET
COLUSA, CA 95932

Invoice # 15/0298

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3557	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS COLUSA HIGH SCHOOL					
Date	Description	Hours/Qty	Rate	Amount	
5-14-15	PROJECT PREP	2	78.00	156.00	
5-18-15	ONSITE SURVEY & SAMPLING (2 TECHS)	16	98.00	1,568.00	
5-19-15	ONSITE SURVEY & SAMPLING (2 TECHS)	16	98.00	1,568.00	
5-20-15	ONSITE SURVEY, SAMPLING, & XRF TESTING (2 TECHS)	16	98.00	1,568.00	
5-27-15	LABORATORY SUBMITTAL	5	98.00	490.00	
5-28-15	SAMPLE LOCATION MAPS	3.5	78.00	273.00	
5-29-15	SAMPLE LOCATION MAPS	3.5	78.00	273.00	
6-2-15	ONSITE SURVEY & SAMPLING (2 TECHS)	6.5	98.00	637.00	
	SAMPLE LOCATION MAPS	2.5	78.00	195.00	
6-3-15	LABORATORY SUBMITTAL	1	98.00	98.00	
6-4-15	SAMPLE LOCATION MAPS	3.5	78.00	273.00	
6-5-15	SAMPLE LOCATION MAPS	2	78.00	156.00	
6-8-15	SURVEY REPORT PREP	1	98.00	98.00	
	XRF DATA SHEETS	1.5	78.00	117.00	
6-9-15	SURVEY REPORT PREP	1	98.00	98.00	
	COMPLETE XRF DATA SHEETS & 8552 FORM	2.5	78.00	195.00	
6-16-15	SURVEY REPORT PREP	1.5	98.00	147.00	
6-17-15	SURVEY REPORT PREP	3.5	98.00	343.00	
	SAMPLE LOCATION MAPS	1	78.00	78.00	
6-18-15	SURVEY REPORT PREP	5	98.00	490.00	
	SAMPLE LOCATION MAPS	2	78.00	156.00	
6-19-15	COMPLETE SURVEY REPORT	3.5	0.00	0.00	
6-29-15	SPECIFICATION PREP	1.5	98.00	147.00	
6-30-15	COMPLETE SPECIFICATIONS	2	98.00	196.00	
7-2-15	COPY & MAIL SURVEY & SPECS	1.5384	78.00	120.00	
			Total		

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
4200 ROCKLIN ROAD, STE. 7
ROCKLIN, CA 95677
(916) 632-6800
TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
745 TENTH STREET
COLUSA, CA 95932

Invoice # 15/0298

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3557	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS COLUSA HIGH SCHOOL					
Date	Description	Hours/Qty	Rate	Amount	
5-18-15	LABORATORY FEES				
5-18-15	PLM - ASBESTOS BULK SAMPLES	51	25.00	1,275.00	
5-19-15	PLM - ASBESTOS BULK SAMPLES	96	25.00	2,400.00	
5-20-15	PLM - ASBESTOS BULK SAMPLES	59	25.00	1,475.00	
	AA - LEAD BULK SAMPLES	17	30.00	510.00	
	LBP TESTING USING XRF - 0.5 DAY	0.5	250.00	125.00	
6-2-15	PLM - ASBESTOS BULK SAMPLES	29	25.00	725.00	
	PLM - ASBESTOS POINT COUNT	25	55.00	1,375.00	
				Total	\$17,325.00

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

ENTEK, INC.

ENTEK CONSULTING GROUP, INC.
 4200 ROCKLIN ROAD, STE. 7
 ROCKLIN, CA 95677
 (916) 632-6800
 TAX ID #20-3784225

Bill To

COLUSA UNIFIED SD
 745 TENTH STREET
 COLUSA, CA 95932

Invoice # 15/0299

Customer Order No. CONTRACT		Terms Net Due	Job No. 15-3559	Date 7/31/2015	
ASBESTOS & LEAD SURVEY, LEAD-BASED PAINT (LBP) TESTING USING XRF, AND SPECIFICATIONS DISTRICT OFFICE					
Date	Description	Hours/Qty	Rate	Amount	
5-14-15	PROJECT PREP	1	78.00	78.00	
5-29-15	ONSITE SURVEY, SAMPLING, & XRF TESTING (2 TECHS)	12	98.00	1,176.00	
6-2-15	ONSITE SURVEY & SAMPLING (2 TECHS)	2	98.00	196.00	
6-4-15	LABORATORY SUBMITTAL	2	98.00	196.00	
	XRF DATA SHEETS	1	78.00	78.00	
6-9-15	SURVEY REPORT PREP	1	98.00	98.00	
6-19-15	SURVEY REPORT PREP	1	98.00	98.00	
	SAMPLE LOCATION MAPS	2	78.00	156.00	
6-22-15	COMPLETE MAPS & 8552 FORMS	0.75	78.00	58.50	
6-25-15	SURVEY REPORT PREP	1	98.00	98.00	
6-26-15	COMPLETE SURVEY REPORT	1.5	98.00	147.00	
6-29-15	SPECIFICATION PREP	2.5	98.00	245.00	
6-30-15	COMPLETE SPECIFICATIONS	3.5	98.00	343.00	
7-2-15	COPY & MAIL SURVEY & SPECS	1.05769	78.00	82.50	
	LABORATORY FEES				
5-29-15	PLM - ASBESTOS BULK SAMPLES	67	25.00	1,675.00	
	AA - LEAD BULK SAMPLES	12	30.00	360.00	
	LBP TESTING USING XRF 0.5 DAY	0.5	250.00	125.00	
6-2-15	PLM - ASBESTOS BULK SAMPLES	4	25.00	100.00	
			Total	\$5,310.00	

FINAL BILLING

This invoice is due and payable upon receipt. A service charged may be added on accounts over 30 days past due, not to exceed 18% per year.

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AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT

AND

SYNTHESIS PARTNERS, INC.

FOR

COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT

ARCHITECTURAL-ENGINEERING SERVICES

DOCUMENTS BOUND HEREWITH

Agreement Form

- Exhibit A: Construction Budget, Project Schedule and A-E Fees**
- Exhibit B: Reimbursable Expenses and Hourly Fees for Extra Services**
- Exhibit C: A-E’s Sub-consultants**
- Exhibit D: Scope of Services and Deliverables**
- Exhibit E: DOJ Certification and List of Employees Authorized On School Campuses**

1 COLUSA UNIFIED SCHOOL DISTRICT

2
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

4
5
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1 COLUSA UNIFIED SCHOOL DISTRICT

2
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

4
5 COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT

6
7 This agreement is contingent upon Colusa Unified School District Board approval and
8 will not be valid unless approved.
9

10 THIS AGREEMENT, made in three copies on August 25, 2015 by and between Colusa
11 Unified School District "CUSD", hereinafter called "Owner", and Synthesis Partners, Inc.
12 hereinafter called the "Architect-Engineer" or the "A-E", which represents and warrants that it is
13 duly licensed under the laws of the State of California to practice architecture and engineering in
14 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.
20

21
22 **ARTICLE 1. DEFINITIONS**

23
24 OWNER: Colusa Unified School District.
25

26 ARCHITECT-ENGINEER (A-E): Synthesis Partners, Inc.. The organization or individual
27 providing those professional design services set forth herein and associated with the Colusa High
28 School ADA Restroom and Gymnasium HVAC Replacement project, as defined below.
29

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 management
32 during the design and construction phases of the Project. For purposes of this Agreement, the
33 PM shall have the authority to direct the work and minor changes to the Project, except that the
34 terms of this Agreement shall not be modified without the approval of Owner.
35

36 CONTRACTOR: The construction contractor who receives the contract award for
37 construction of the Project, as defined below.
38

39 PROJECT: Colusa High School ADA Restroom and Gymnasium HVAC Replacement
40

41 PROJECT BUDGET: The total available funding as appropriated through the State School
42 Facilities Program, local bond measure, or other means to be used for the design and
43 construction of the Project. It is the intent of Owner that the Project Budget include all costs for

1 design, engineering, construction, inspection, technical consultant, surveys, testing, project
2 management, Project contingencies, furniture and equipment, and such administrative costs of
3 Owner as shall be deemed appropriate.
4

5 CONSTRUCTION BUDGET: The total available funding for work to be performed by
6 construction contractors, excluding change orders.
7

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

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

19 **ARTICLE 2. BUDGETS AND ESTIMATES**
20

21 A. The Construction Budget is established in attached Exhibit A.
22

23 B. A-E shall design the Project in a manner that it can be constructed for a cost within the
24 Construction Budget.
25

26 C. A-E shall follow the Owner's Facility Design Standards and programmatic requirements
27 and selection of materials, systems, and components affecting the quality of construction.
28

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

32 1. A-E shall perform a Conceptual Estimate of the Project Construction Phase at the
33 end of Schematic Design phase and submit it to the Owner for review.
34

35 2. A-E shall perform a Design Development Estimate of the Project Construction Cost
36 and submit it to Owner for review.
37

38 3. A-E shall perform a 50% Construction Document Estimate of the Project
39 Construction Cost and submit it to Owner for review.
40

41 4. A-E shall perform a 100% Construction Document Estimate of the Project
42 Construction Cost and submit it to Owner for review.
43

1 5. In the event of redesign required by project bidding over the Project Construction
2 Cost in the approved Construction Budget, A-E shall revise the design documents at their
3 sole expense and shall perform a revised 100% Construction Document Estimate of the
4 Project Construction Cost and submit it to Owner for review.
5
6

7 **ARTICLE 3. BASIC SERVICES OF THE A-E**
8

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 Project,
13 all in accordance with this Agreement, Owner's Facility Design Standards, and applicable laws
14 and regulations.
15

16 One (1) set of completed documents for each phase (SD's, DD's, and 100% CD's) shall be
17 sent to the Owner for progress review and comment. The Owner is under contract with a local
18 reproduction company, which shall be utilized by the A-E for printing and distribution of these
19 progress review documents at the Owner's expense. In addition, one (1) copy of each is to be
20 sent to a pre-determined Cloud-based electronic posting.
21

22 A-E's Basic Services shall be divided into the following components:
23

24 A. Schematic Design Phase
25

26 1. A-E shall review site surveys, existing record documents, seismic data, mechanical,
27 geotechnical and other test reports, environmental documents and any other tests or
28 reports furnished to A-E pursuant to Article 9 of this Agreement. After examining the site,
29 A-E shall advise Owner as to whether such data is sufficient for purposes of design or
30 whether additional data is needed. If additional data is needed, A-E shall recommend and
31 specify the manner in which the necessary information/data shall be provided and
32 needed services be obtained.
33

34 2. A-E shall prepare base drawings that thoroughly document existing site
35 conditions, including any structures or appurtenances that have been added to buildings
36 or site without proper Division of the State Architect (DSA) approval, and any evidence of
37 deterioration visible from the exterior of the building or from occupied spaces of the
38 building due to dryrot, termite, or other environmental damage, in order to minimize
39 changes due to unforeseen site conditions during construction. Where existing conditions
40 are concealed, A-E shall make reasonable recommendations to Owner as to whether such
41 conditions should be exposed and, if so, the specific extent of such exposure. Owner may,
42 but need not, follow A-E's recommendations. If Owner takes action to expose concealed
43 conditions, A-E shall proceed with investigating and taking measurements.

1
2 3. As applicable to the Project, the A-E shall prepare schematic design documents
3 based on the scope of work approved by Owner, schedule, and Construction Budget for
4 the Project. The schematic design documents shall establish the conceptual design of the
5 Project illustrating the scale and relationship of the Project components. At the A-E's
6 option, or at the request of the Owner, the Schematic Design documents may include
7 study models, perspective sketches, electronic modeling or combinations of these media.
8 Preliminary selections of major building systems and construction materials shall be
9 noted on the drawings and described in writing.

10
11 4. Owner shall approve the schematic design documents in writing prior to A-E
12 beginning the Design Development document phase. A-E may be required to present
13 schematic design documents to Site Committee, if applicable prior to approval.
14

15 B. Design Development Document Phase

16
17 1. A-E shall prepare design development documents based on the approved
18 schematic design documents and updated Construction Budget. The design development
19 documents shall illustrate and describe the refinement of the design of the Project,
20 establishing the scope, relationships, form, size and appearance of the Project by means
21 of plans, sections, elevations, typical construction details, and equipment layouts. The
22 design development documents shall include specifications that identify major materials
23 and systems and establish their quality levels.
24

25 2. Perform detailed field survey, assessment and evaluation of school site, buildings,
26 and surrounding neighborhood to verify and establish basis for existing conditions. For
27 constructability and to fully coordinate existing conditions into the Construction
28 Documents to be prepared by A-E, A-E shall investigate and take measurements of
29 observable existing conditions and facilities.
30

31 3. A-E shall advise and assist Owner in applying for and obtaining required approvals
32 from all applicable governmental agencies having jurisdiction in a timely manner so as not
33 to delay the Project.
34

35 4. A-E shall obtain Owner's approval of the design development documents and
36 Estimate in writing prior to A-E beginning the Construction Documents phase. A-E may be
37 required to present design development drawings to Site Committee, if applicable prior
38 to approval.
39

40 C. Construction Document Phase

41
42 1. A-E shall prepare, based on the approved design development documents and any
43 further adjustment in the scope or quality of the Project authorized by Owner, working

1 drawings, plans and specifications setting forth in detail and prescribing the work to be
2 done and the materials, workmanship, finishes, and equipment required for the
3 architectural, structural, mechanical, civil, landscape, and electrical service connected
4 equipment (the Construction Documents).
5

6 2. When the Construction Documents are fully coordinated and the quality control
7 review is completed, A-E shall notify the Owner that the Construction Documents are
8 ready for third party review. A-E shall cooperate with Owner in submitting the
9 Construction Documents to a third party for peer review and shall incorporate agreed
10 upon third party peer review comments into the Construction Documents prior to
11 submitting the documents to DSA. If any peer review comment is rejected by A-E and a
12 change order is later required to resolve a deficiency in the Construction Documents that
13 would have been addressed by the rejected peer review comment, A-E shall be liable for
14 all expense of the change order.
15

16 3. A-E shall be responsible for coordinating its specifications with Division 0 and 1
17 documents supplied by Owner.
18

19 4. The Construction Documents shall be consistent with a design that can be
20 constructed within the Construction Budget.
21

22 5. A-E shall advise and assist Owner in applying for and obtaining required approvals
23 from all applicable governmental agencies having jurisdiction in a timely manner so as not
24 to delay the Project. The A-E shall use its best efforts but shall not be responsible for
25 governmental plan check scheduling delays.
26

27 D. Storm Water Prevention
28

29 1. A-E acknowledges that all California school districts are now obligated to develop
30 and implement the following storm water requirements, without limitation:
31

32 a) A municipal Separate Storm Sewer System (MS4). An MS4 is a system of
33 conveyances used to collect or convey storm water, including, without limitation,
34 catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

35 b) A Storm Water Pollution Prevention Plan (SWPPP) at

36 (1) Sites where Owner engages in maintenance (e.g., fueling, cleaning,
37 repairing) of transportation activities;

38 (2) Construction sites where one or more acres of soil will be disturbed
39 or where each Project is part of a larger common plan of
40 development that disturbs one or more acres of soil.

1
2 A-E shall conform its design work with Owner's storm water requirements indicated
3 above, that are approved by Owner and applicable to the Project, at no additional cost to Owner.
4 In addition, as required, A-E shall develop a grading and drainage plan and a site plan from
5 architectural information showing a final development of the site. This drawing will also include
6 a horizontal and vertical control plan and a utility infrastructure plan. The Services described in
7 this Article 3.D shall be provided by a professional civil engineer who contracts with or is an
8 employee of A-E. Owner, at its sole discretion, may pay A-E for Extra Services to comply with this
9 provision if the Services required are in excess of those normally required for services of the type
10 in this Agreement.

11
12 E. Bid and Award Phase

13
14 1. A-E shall assist Owner during bid and award phase as follows:

- 15
16 a) Attendance at and participation in pre-bid meetings.
17
18 b) Responding to technical questions from bidders in a timely manner so as
19 not to delay their ability to prepare accurate bids.
20
21 c) Preparation of addenda as appropriate or requested by Owner.
22
23 d) Participate in interviews of Project Inspectors or Special Inspectors as
24 requested by Owner for DSA approval.
25

26 F. Construction Phase

27
28 1. A-E shall provide general direction to a Project Inspector (Inspector) employed by
29 and responsible to Owner, as required by the Education Code and the California Building
30 Standards Code published by the ICBO, California Building code, California Code of
31 Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation of
32 a marked set of prints (record documents), indicating actual as-built conditions,
33 dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility
34 lines within the limits of construction, and other adjacent construction features, which
35 shall be forwarded to A-E for Owner upon completion of the Project.
36

37 2. A-E shall administer the construction phase, as required by this Agreement, the
38 Contract Documents, and the applicable statutes and regulations. A-E shall comply with
39 all time lines set forth in the Contract Documents for its construction phase services. A-E
40 shall observe and become familiar with the general quality of construction and report in
41 writing to Owner any observed instance where the materials, workmanship, or the
42 general quality of construction is not in conformance with the Contract Documents, the

1 California Building Standards Code requirements, or generally accepted industry
2 standards of quality.

3
4 3. In providing Services during the construction phase, A-E shall employ individuals
5 on the Project to whom Owner has no reasonable objection. In the event Owner has a
6 reasonable objection to any employee of A-E performing work on the Project, it shall
7 notify A-E, which shall promptly cause the individual to be removed from the Project.
8

9 4. A-E, as a representative of Owner, shall make visits to the site at least once per
10 week to render architectural observations in order to: (1) become generally familiar with,
11 and to keep Owner informed about, the progress and quality of the portion of the Project
12 completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in
13 the work; and (3) determine in general if the work is being performed in a manner
14 indicating that the work, when fully completed, will be in accordance with the Contract
15 Documents. A-E shall attend weekly on-site construction meetings and shall otherwise
16 be available to Owner and the Inspector for site meetings on an "as-needed" basis.
17

18 5. A-E shall not be required to make exhaustive or continuous on-site inspections to
19 check the quality or quantity of the work. A-E shall neither have control over or charge
20 of, nor be responsible for, the construction means, methods, techniques, sequences or
21 procedures, or for safety precautions and programs in connection with the work, since
22 these are solely Contractor's rights and responsibilities under the Contract Documents.
23

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

37 7. A-E shall compose and submit Construction Change Documents (CCD) in
38 accordance with DSA IR A-6.
39

40 8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to
41 DSA and a copy to the Project Inspector for each of the applicable sections of the form
42 DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the

1 project inspector signing off that section of the project inspection card, and in accordance
2 with DSA PR 13-01.

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

14
15 10. A-E shall interpret the Contract Documents and decide matters concerning
16 performance of Contractor and/or Owner under the requirements of the Contract
17 Documents, on written request of either Owner or Contractor and advise Owner. A-E's
18 response to such requests shall be made with reasonable promptness and within any time
19 limits agreed upon or set forth in the Contract Documents. Interpretations and decisions
20 of the A-E shall be consistent with the intent of and reasonably inferable from the
21 Contract Documents and shall be in writing or in the form of drawings. When making
22 such interpretations and decisions, A-E shall endeavor to secure faithful performance by
23 both Owner and Contractor, and shall not show partiality to either.

24
25 11. At Owner's written request, A-E shall assist Owner with any claim resolution
26 process involving Contractor and Owner, including, without limitation, serving as a
27 witness or providing other Professional Services relating to hearings or other legal
28 proceedings.

29
30 a) The parties recognize that this clause is a means of expediting resolution
31 of claims among Owner, Contractor and A-E. However, it is understood that
32 Contractor is not an intended third party beneficiary of this clause.

33
34 b) Compensation for these Extra Services under this Paragraph 11 of Article
35 3.F shall be provided as set forth in the payment provisions for Extra Services
36 under Articles 11 and 12.

37
38 c) At Owner's sole discretion, payment for these A-E Extra Services in claim
39 resolution may be withheld pending the outcome of any settlement. To the extent
40 that A-E is held responsible for the claim after a final determination is made in
41 accordance with Article 20 of this Agreement, a proportion of the payment for
42 these Extra Services may be permanently withheld.

1 d) Nothing in this Article shall in any way limit Owner's rights and remedies
2 under this Agreement against A-E for any errors or omissions or breaches of any
3 kind related to this Agreement or A-E's responsibilities under it.
4

5 12. The A-E agrees to continue to work diligently to completion so long as progress
6 payments continue to be made except for those amounts which are withheld and which
7 are in dispute under this Agreement.
8

9 G. Post Construction Phase
10

11 A-E shall perform a follow-up review of the entire Project and prepare and deliver a
12 written report to Owner on apparent deficiencies in construction not later than one (1) month
13 prior to the expiration of the General Construction Contract guarantee period for the Project.
14
15

16 **ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E**
17

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

34 B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or
35 accept any employment, interest or contribution that would reasonably appear to compromise
36 the A-E's professional judgment, impartiality or professionalism with respect to the Project or the
37 Owner.
38

39 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services of
40 civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and other
41 necessary design professionals as determined by A-E and acceptable to Owner, properly skilled
42 and licensed in California in the various aspects of the design and construction of the Project. A-
43 E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior written

1 consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's sub-
2 consultants or their agents and employees by execution or performance of this Agreement, and
3 nothing in this Agreement shall create any contractual relation between Owner and any sub-
4 consultants, or their agents and employees, employed by A-E. No sub-consultants, agents,
5 employees or other parties are third party beneficiaries of this Agreement. A-E shall be
6 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their
7 agents and employees, and other persons performing any of the work under this Agreement.
8

9 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any consultant(s)
10 employed by the Owner in connection with the Project so as to prevent any discrepancies or
11 inaccuracies in the Construction Documents and any delays in the Project schedule. The A-E
12 assumes the responsibility of incorporating the work of these consultants into the Construction
13 Documents.
14

15 Consultants hired directly by Owner may include, but are not limited to, the following:
16

17 1. Hazardous Materials Consultant – To Be Determined
18

19 E. The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval,
20 contract/bidding documents, construction administration, testing, and maintenance staff
21 training.
22

23 F. A-E shall not, either during or after the term of this Agreement, make public any reports
24 or articles, or disclose to any third party any information specifically designated as confidential
25 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants
26 similar agreements not to disclose such confidential information.
27

28 G. A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall
29 respond in the design of the Project to requirements imposed by governmental authorities
30 having jurisdiction over the Project.
31

32 H. A-E shall, as part of its Basic Services, identify the regulatory agencies that have
33 jurisdiction over essential building and design elements and coordinate with and implement the
34 requirements of the regulatory agencies, including without limitation, the California Department
35 of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance
36 Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and
37 Local Fire Marshal and any regulatory office or agency that has authority for review and
38 supervision of school district construction projects.
39

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

1
2 J. At its sole cost and expense, A-E shall give all notices and comply with all applicable laws,
3 codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the
4 performance of its work, including those relating to safety of its employees and sub-consultants,
5 hazardous materials, and equal employment opportunities; obtain all permits and licenses
6 necessary for performance of its work; pay all local, state, and federal taxes associated with its
7 work; and pay all benefits, insurance, taxes, and contributions for Social Security and
8 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's
9 employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or
10 all of the foregoing obligations have been fulfilled.
11

12
13 **ARTICLE 5. INDEPENDENT CONTRACTOR**
14

15 A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its
16 sub-consultants shall be deemed to be an employee of Owner.
17

18
19 **ARTICLE 6. CONFLICTS OF INTEREST**
20

21 The A-E affirms that, to the best of its knowledge, there exists no actual or potential
22 conflict between family, business, or financial interests of the A-E and performance of its Services
23 under this Agreement. In the event of change in either interests or Services under this
24 Agreement, the A-E affirms that it will raise with the Owner any question regarding possible
25 conflict of interest which may arise as a result of such change.
26

27
28 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**
29

30 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its
31 duties under this Agreement without prior written consent of Owner, which consent may be
32 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of
33 assignment and delegation extends to all assignments and delegations that lawfully may be
34 prohibited by agreement.
35

36
37 **ARTICLE 8. EXTRA SERVICES OF THE A-E**
38

39 A. The following Services, if necessitated by unusual circumstances and through no fault or
40 neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as
41 provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned
42 upon prior receipt of formal written authorization from Owner to perform the work as Extra

1 Services and no claim for any additional compensation or reimbursement shall be valid unless so
2 authorized.

3
4 1. Preparation of additional plans or specifications in order to satisfy the
5 requirements of the applicable public authority, due to changes in policy or law not
6 reasonably anticipated by A-E and provided that the requirement for these additional
7 documents occurs after completion of the design development phase.

8
9 2. If directed by Owner, the employment of special consultants other than those
10 required in Article 4.C.

11
12 3. Revisions required as a result of changes in the Owner's previous instructions or
13 approvals and through no fault of the A-E, after the Construction Documents have been
14 approved by DSA.

15
16 4. Providing assistance such as testing, adjusting and balancing in the utilization of
17 equipment or systems and preparation of operation and maintenance manuals.

18
19 5. Preparation of drawings and documents to support construction contract change
20 orders which necessitate additional work by A-E, provided that the change order is not
21 contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records
22 of the time spent in preparation of such documents and shall provide monthly statements
23 of the same to Owner identified as to each specific change order item.

24
25 6. Preparation of special presentation models, renderings or mock-ups requested by
26 the Owner and not required under Basic Services.

27
28 7. Preparing to serve or serving as a witness in connection with any hearing, dispute
29 resolution proceeding or legal proceeding, other than that necessitated by negligent or
30 willful acts or omissions of A-E or its sub-consultants.

31
32 8. Providing services made necessary by the failure of performance, the termination
33 or default of a contractor; or by major defects or deficiencies in the work of any
34 contractor.

35
36 9. Special Meetings with the Site Committee, if applicable and other committees
37 other than as reasonably required or noted elsewhere in the Agreement.

38
39 10. Assistance with environmental and EIR studies other than those which would
40 normally be required to complete the A-E's Basic Services.

41
42 11. Formal value engineering sessions and detailed life-cycle cost analysis beyond
43 those normally provided.

1
2 B. In no event shall A-E be entitled to receive compensation for Extra Services if required as
3 a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance with
4 this Agreement.

5
6 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in Article
7 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or decrease
8 the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic Services or both.
9 The A-E shall be entitled to receive additional compensation when the scope or duration of the A-
10 E's Basic Services is increased or extended through no fault of the A-E and shall be subject to the
11 Owner's prior written authorization.

12
13 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to
14 additional compensation, shall be made by a written Amendment to this Agreement executed by
15 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. The
16 A-E shall proceed to perform the services required by the Amendment only after receiving written
17 authorization directing the A-E to proceed.

18
19
20 **ARTICLE 9. OWNER'S RESPONSIBILITIES**

21
22 A. Owner shall provide full information as to the programmatic and other requirements of
23 the Project, including realistic budget limitations and schedule for the Project.

24
25 B. If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a certified
26 survey of the site, if required by agencies having jurisdiction, including grades and lines of streets,
27 pavements, and adjoining properties, rights-of-way, restrictions, easements, boundaries, and
28 contours of the building site, locations, dimensions and floor elevations of existing buildings,
29 other improvements, and trees; and information as to available service and utility lines, both
30 public and private.

31
32 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, chemical,
33 mechanical, or other tests required by agencies having jurisdiction over the Project for proper
34 design and borings or test pits necessary for determining subsoil conditions.

35
36 D. Owner shall furnish available record drawings of existing structures.

37
38 E. Owner shall furnish all required inspection and testing services in conjunction with the
39 Project.

40
41 F. Owner shall furnish all legal advice and services required for the Project.
42

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

3
4 H. Owner shall periodically update the Construction Budget.

5
6 I. Owner shall provide hazardous materials consultant services for the Project, which
7 consultant shall provide hazardous materials specifications to be included by A-E as part of the
8 project manual. Owner shall have no responsibility for the accuracy and completeness of such
9 specifications nor have any liability for work done under said specifications.

10
11 J. The Owner shall designate an officer, employee or other authorized representatives to act
12 in the Owner's behalf with respect to the Project. The Representative shall have the authority to
13 approve changes in the scope of the Project and shall be available as often as may be required to
14 render decisions and to furnish information in a timely manner.

15
16 K. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent
17 deficiencies in materials or workmanship.

18
19 L. Owner will pay for all DSA and other applicable agency review/permitting fees.
20
21

22 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS**

23
24 A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner,
25 providing the appropriate level of detail for the phase of Project development. The format will
26 typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown,
27 unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or
28 anticipated construction costs and include all work for which bids will be received. It is
29 understood that the Construction Budget is affected by the labor and material market, as well as
30 other conditions beyond the control of A-E or Owner.

31
32 B. A-E shall prepare Estimates at part of each phase submittal and compare the Estimates
33 with the Construction Budget.

34
35 C. A-E shall meet with and reconcile all Estimates with Owner's third party cost estimator.
36

37 D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes
38 in the available funds, after the time frame in which the Construction Budget was initially
39 established.
40
41
42
43

1 **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

2
3 A. Professional Services: A-E agrees to perform Professional Services provided by this
4 Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits
5 A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with
6 the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the
7 rates set forth in Exhibit B.

8
9 B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses
10 associated with the Professional Services performed are reimbursable to A-E. The descriptive
11 categories of expenses that may be considered for reimbursement are defined in Exhibit B.
12 Provided that A-E obtains Owner's prior written approval, costs and expenses will be reimbursed
13 to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is an express
14 condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for
15 any additional compensation or reimbursement shall be valid absent such prior written approval
16 by Owner.

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

29
30
31 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

32
33 A. Payments on account of the agreed compensation in Article 11 shall be:

34
35 1. Schematic Design Phase - fifteen percent (15%) of total compensation stated in
36 Exhibit A. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of
37 the total compensation, based upon work completed.

38
39 2. Design Development Phase - increase to thirty-five percent (35%) of total
40 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to
41 thirty-five percent (35%) of the total compensation, based upon work completed.
42
43

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

11
12 D. Owner may withhold, or on account of subsequently discovered evidence nullify, the
13 whole or a part of any payment to such extent as may be necessary to protect Owner from loss,
14 including costs and attorneys' fees, on account of: (1) defective or deficient work product not
15 remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or
16 (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the
17 design work such that A-E is unlikely to achieve timely completion.

18
19 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

20
21 A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion
22 or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of
23 insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment
24 to persons furnishing labor, equipment, or materials, or fails in any respect to properly and
25 diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements
26 herein contained, A-E shall be in default.

27
28 B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,
29 Owner may, at its sole option, take possession of any documents, files (including electronic files),
30 or other materials prepared or used by A-E in connection with the Project and provide or secure
31 from others, including A-E's sub-consultants, any such work, labor, or materials as may be
32 necessary to overcome the default and deduct the cost thereof from any money then due or
33 thereafter to become due to A-E under this Agreement.

34
35 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default,
36 Owner shall have the right to immediate possession of all plans, specifications, and other work
37 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the
38 offices of a sub-consultant, and may employ any other person or persons to finish the design
39 work and provide the materials therefore. In case of such default termination, A-E shall not be
40 entitled to receive any further payment under this Agreement until the Project is completely
41 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement
42 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by
43 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly

1 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses
2 referred to in the last sentence shall include expenses incurred by Owner in causing the Services
3 called for under this Agreement to be provided by others, for attorneys' fees, and for any
4 damages sustained by Owner by reason of A-E's default or defective work, plus ten percent (10%)
5 on any and all such expenses as allowed by law.
6

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

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

39 F. If this Agreement is terminated by Owner for default and it is later determined that the
40 default termination was wrongful, such termination automatically shall be converted to and
41 treated as a termination for convenience under this Article and A-E shall be entitled to receive
42 only the amounts payable hereunder in the event of a termination for convenience.
43

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

7
8 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**

9
10 A. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's Services.
11 This schedule includes reasonable allowances for review and approval times required of Owner,
12 performance of services by Owner's consultants, and review and approval times required by
13 authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the
14 Project progresses, allowing for changes in scope, character, or size of the Project as requested
15 by Owner, or for delays or other causes beyond the A-E's reasonable control.

16
17 B. A-E shall respond to the following specific items within the time frames indicated below:

- 18
19 1. Requests for Information: 2 days
20 2. Change order requests: 5 days
21 3. Submittals: 7 days, or as agreed upon in writing by Owner
22

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

29
30 **ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER**

31
32 A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses pertaining
33 to any Services on this Project shall be kept on a generally recognized accounting basis and shall
34 be available to Owner or its authorized representative, upon reasonable notice, during normal
35 business hours.

36
37 B. Owner or the Owner's authorized representative shall have access to any plans,
38 specifications, books, documents, accounting records, papers, Project correspondence, Project
39 files and other records of A-E or its sub-consultants directly or indirectly related to the Project
40 upon reasonable notice, during normal business hours. Such access shall include the right to
41 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's
42 expense.
43

1
2 **ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**
3

4 A-E shall procure and maintain insurance on all of its operations during the progress of its
5 work on the Project, with reliable insurance companies approved by the State of California
6 Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms
7 acceptable to Owner, for the following minimum insurance coverage's:
8

9 A. Workers' Compensation insurance and occupational disease insurance, as required by
10 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all
11 workplaces involved in this Agreement.
12

13 B. Commercial general liability insurance, with limits of not less than as indicated in either
14 (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each
15 occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2)
16 single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each
17 occurrence and \$1,000,000 aggregate.
18

19 1. The insurance shall cover all operations of A-E, including but not limited to the
20 following: (1) broad form property damage liability; (2) personal injury liability
21 endorsement; and (3) automobile bodily injury and property damage insurance, including
22 all owned, if any, hired and non-owned equipment.
23

24 2. All general liability policies shall name Owner and Program Manager(s) as an
25 additional insured and shall provide that such policy is primary insurance.
26

27 C. A-E shall also provide Professional Liability Insurance for the Project, written on a "Claims
28 Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000
29 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose acts A-E may be
30 liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions
31 of any of the foregoing in connection with the carrying out of their professional responsibilities
32 for the Project. A-E shall provide Owner proof of professional liability insurance coverage for two
33 years following final completion of the Project. All such professional liability policies shall include
34 an endorsement or other provision covering the indemnification provisions of Article 22.
35

36 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as
37 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of
38 this Agreement. The certificates shall provide that there will be no cancellation, suspension,
39 voiding or change of coverage without thirty (30) days' prior written notice to Owner.
40

41 E. There shall be no reduction or modification of coverage of insurance required by this
42 Agreement without the written consent of Owner.
43

1
2 **ARTICLE 17. REPRODUCTION OF DOCUMENTS**
3

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

10
11 B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD
12 (most current version) compatible format for drawings, and one (1) copy in the most current
13 version of Microsoft Word for the project manual of the final approved Contract Documents for
14 bidding and construction purposes.
15

16
17 **ARTICLE 18. RECORD DOCUMENTS**
18

19 A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E
20 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set
21 of marked specifications showing materials and methods of construction as actually
22 accomplished. These shall be prepared by revision of the original drawings from field work
23 drawings to show changes including RFI and ASI clarifications incorporated in the work, based
24 upon Contractor's representation of actual construction. Owner shall furnish A-E one (1) set of
25 field working drawings and specifications noting changes, and direct A-E as to level of detail and
26 completeness desired in record drawings. Since cost of this item will not be able to be
27 determined until construction is complete, A-E shall be compensated per an allowance in Exhibit
28 A for this work.
29

30 B. The A-E may insert the following notice on all record drawings; "These record drawings
31 (or corrected specifications) have been prepared based on information submitted, in part, by
32 others. The Architect has provided a review consistent with its legal standard of care."
33

34 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible
35 master and One (1) electronic master (in AutoCAD's most current version) compatible format for
36 drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version for
37 project manual.
38

39
40 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**
41

42 A. All plans for the Project, including, but not limited to, record documents, specifications,
43 and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the

1 purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they
2 relate to the Project. Notwithstanding same, Owner may use the plans, record documents,
3 specifications, or Estimates related to the Project for the purposes of additions, alignments, or
4 other development on the site.
5

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

25 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate,
26 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other
27 party without the prior written authorization of A-E. However, in addition to the rights to use
28 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize
29 Contractor or any construction subcontractor, equipment supplier or material supplier to use and
30 reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to
31 and for use in their work for this Project.
32

33 D. In the event Owner ever desires to construct all or part of another wholly unrelated
34 project which would be essentially identical in design to the Project that is the subject of this
35 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract Documents,
36 subject to payment to A-E of a fair and reasonable re-use fee.
37

38 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without
39 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants against
40 any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from
41 the unauthorized re-use or modification of the documents, provided that such injury, damage,
42 loss, and/or death was not a result of negligent design errors, design deficiencies, or omissions
43 contained in the original documents. Submission or distribution of the documents to meet official

1 regulatory requirements or for similar purposes does not constitute an unauthorized re-use of
2 the documents.

3
4
5 **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION**
6

7 A. A-E shall give written notice of any claims arising out of or relating to this Agreement
8 within Ten (10) calendar days of the event(s) giving rise to the claim. Said written notice shall
9 specify the nature, amount and basis of the claim and shall be certified under penalty of perjury
10 and in compliance with the California False Claims Act, as set forth below. Failure to include these
11 required certifications shall constitute grounds for rejection of the claim. Failure to provide
12 notice of the claim within the time limit set forth herein shall constitute grounds for rejection of
13 the claim.
14

15 B. Direct negotiation will be the initial process utilized by the parties after issuance of
16 written notice of any claim arising out of or relating to this Agreement as specified immediately
17 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt
18 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation
19 representatives of the parties shall be the Owner's designated representative and the A-E's
20 designated representative. Any requested Direct Negotiation will take place at the Project or at
21 a mutually agreeable location specified by the parties' designated representatives, and the direct
22 negotiations shall take place as soon as reasonably practical after the request for direct
23 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or
24 other matter arising out of the Agreement. Each party shall document the results of the direct
25 negotiations and these documents shall be exchanged between the parties.
26

27 C. Mediation. The parties agree that all claims, disputes or controversies between the
28 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct
29 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation
30 before a mediator mutually agreed upon by the parties. In the event the parties are unable to
31 agree upon the identity of the mediator within Fifteen (15) days from the date either party
32 submits a written request to mediate a claim, dispute or controversy, the mediator shall be
33 selected and the mediation administered under the Construction Mediation Rules of the
34 American Arbitration Association. The costs and fees of the mediator shall be paid equally by the
35 parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect
36 to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or
37 litigation until the Project is complete.
38

39 D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,
40 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial
41 proceeding shall be held in Colusa County.
42

1 E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,
2 arbitration or litigation shall be initiated prior to the completion of the Project or termination of
3 this Agreement, whichever is earlier.
4

5 F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions
6 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E
7 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with the
8 Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation
9 by A-E to Owner that submission of the claim does not in any respect violate the False Claims Act.
10 Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty
11 of perjury the validity and accuracy of any claim submitted to Owner, as provided below.
12 Compliance with this claim certification requirement shall be a condition precedent to any
13 obligation Owner might otherwise have to review the claim, and failure to provide such
14 certification shall constitute a waiver of the claim. The claim certification required by this
15 paragraph shall provide as follows:
16
17

18 CLAIM CERTIFICATION
19

20 Under penalty of perjury, and with specific reference to the California False Claims Act,
21 Government Code Section 12650, et seq., I certify that submission of the attached claim is made
22 in good faith; that the supporting data prepared by the undersigned company, or its - is accurate
23 and complete to the best of my knowledge and belief; that submission of the claim to Owner
24 does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf
25 of claimant.
26

27 Dated: _____

Company: Synthesis Partners, Inc.

28
29 _____
30 Signature

31 _____
32 Title
33
34

35 **ARTICLE 21. SUCCESSORS AND ASSIGNS**
36

37 It is mutually understood and agreed that this Agreement shall be binding upon Owner
38 and its successors, and assigns, and upon A-E, its partners, successors, executors, and
39 administrators. Neither this Agreement, nor any monies due or to become due hereunder, may
40 be assigned by A-E without the consent and approval of Owner, which consent and approval can
41 be withheld for any reason, or no reason, in Owner's absolute discretion.
42
43

1 **ARTICLE 22. INDEMNITY**
2

3 A. A-E shall, with respect to all work which is covered by or incidental to this Agreement,
4 defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively
5 "Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by
6 firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or
7 expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments,
8 relating to the death or bodily injury to persons, injury to property, design defects, or other loss,
9 damage, or expense to the extent that any of the above are contributed to or caused by the
10 negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to
11 provide a defense but shall include paying Owner for all defense costs incurred by Owner for the
12 claims described herein to the extent that A-E committed professional negligence (errors and
13 omissions) in the performance of its duties under this Agreement. However, A-E shall not be
14 obligated under this Agreement to indemnify Owner to the extent that the damage is caused by
15 the negligence or willful misconduct of Owner or its agent or servants other than A-E.
16

17 B. A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action,
18 or any alleged violation or infringement of patent rights, copyrights, or other intellectual property
19 rights which may be made against Owner by reason of A-E's use, in connection with or as a part
20 of the Project, of anything which is now or may hereafter be covered by patent, copyright,
21 trademark, or other intellectual property rights, and also against all expenses, including
22 attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any
23 such claim, suit, or action.
24

25 C. Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees
26 and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss,
27 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or
28 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the
29 performance of its obligations under this Agreement. Owner's duty to defend shall not include
30 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E
31 for the claims described herein to the extent that Owner caused the injury and resulting damages
32 as a direct result of its intentional acts or willful misconduct. Owner shall not be obligated under
33 this Agreement to defend or indemnify A-E to the extent that the damage is caused by the
34 negligence or willful misconduct of A-E or its agents or servants.
35

36 D. A-E and Owner each agree to promptly serve notice on the other party of any claims
37 arising hereunder, and shall cooperate in the defense of any such claims.
38

39 E. The acceptance by Owner or its representatives of any certificate of insurance providing
40 for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this
41 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or
42 remedy otherwise available by law.
43

1
2 **ARTICLE 23. ADDITIONAL PROVISIONS**

3
4 Severability: In the event that any term or provision of this Agreement is held to be illegal,
5 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or
6 provision shall be deemed severed from this Agreement and the remaining terms and provisions
7 shall continue in full force and effect.
8

9
10 **ARTICLE 24. FINGERPRINTING**

11
12 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The
13 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section
14 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E or
15 its employees. Once such determination is made, the administrator shall verify his/her
16 determination on the signature page of this Agreement. If the Administrator concludes
17 fingerprinting is required, the following shall apply:
18

19 1. The A-E shall, prior to commencement of work pursuant to this Agreement,
20 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be
21 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised
22 access to occupied school campuses where children will be present. This provision
23 extends to all consultants hired by A-E that will have unsupervised access to occupied
24 school campuses. Upon verification from DOJ that those persons fingerprinted have no
25 record of a serious or violent felony as defined in Section 45122.1 of the California
26 Education Code, A-E will so certify by signing and submitting the A-E Certification included
27 herein as Exhibit E. In addition, A-E shall submit the names of those persons who have
28 received clearance and are authorized to have unsupervised access to school campuses
29 on a form as indicated in Exhibit E. A-E must contact the Owner regarding appropriate
30 access for those persons not cleared by DOJ for reasons other than a violent or serious
31 felony. In such case, A-E shall make arrangements with Owner for appropriate access.
32 No person with a violent or serious felony as reported by DOJ may have access to the
33 school campuses or provide any Services under this Agreement.
34

35 2. Failure to comply with this provision shall constitute grounds for termination of
36 this Agreement.
37
38

39 **ARTICLE 25. ENTIRE AGREEMENT**

40
41 A. Neither amendments to nor modifications of this Agreement shall be effective unless
42 signed by officials of A-E and Owner having authority equal to or greater than that of the officials

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signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants contained herein.

Synthesis Partners, Inc.

Colusa Unified School District

**By: Gary M. Underhill, AIA/NCARB
Visionary Partner**

**By: Mr. Dwayne Newman
District Superintendent**



(Signature)



(Signature)

Date: 26 Aug 2015

Date: 9/1/15

PO Box 1900
Yuba City, CA 95992

745 Tenth Street
Colusa, CA 95932

Tax ID # 27-0970180

8
9
10
11

Board Approval Date: August 25, 2015

Department of Justice (DOJ) Fingerprinting: 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

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

- Start of Design Development Phase – 9/9/15
- Design Development submittal – 09/24/15
- Design Development review meeting – 09/29/15

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

- 50% Construction Document submittal – 10/13/15
- 50% Construction Document Review Meeting – 10/16/15
- 100% Construction Document submittal – 10/30/15
- 100% Construction Document, Constructability Review Meeting – 11/3/15

Projected Agency Approval Phase: 11/4/15 – 2/17/16

- DSA Submittal – 11/4/15
- Receive DSA review comments* -- 1/29/16
- DSA Back Check Comment Response – 2/13/16
- DSA Back Check Meetings* – 2/14/16
- DSA Approval* – 2/15/16
- Receive DSA approved plans and approval letter* -- 2/17/16

Bid and Award Phase: 2/18/16 – 5/3/16

- Project out-to-bid – 2/18/16
- Bids Due – 3/30/16
- Board Meeting to Approve Construction Contract – 4/26/16

Construction Phase: 5/4/16 – 8/26/16

- Contractor Notice to Proceed – 5/4/16
- Pre-construction submittals – 5/4/16 – 6/3/16
- Mobilization – 6/3/16
- Start of Construction – 6/6/16
- Substantial Completion – 7/29/16
- Final Completion / Owner Occupancy – 8/12/16

Project Close Out: 8/15/16 – 11/4/16

- Construction Contract Closeout Submittals Due – 8/19/16
- Construction Contract Closeout Submittals Review Complete – 8/26/16
- Submit required documents from AE to DSA – 8/29/16
- DSA Project Certification* -- 11/4/16

** Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*

A-E Fees:

- A. The Total Fee is not-to-exceed **\$78,640**. This total fee may adjust when the specific scope of work for the code required accessibility upgrades are defined and the construction cost estimate is generated at completion of the Schematic Design Phase. 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 **\$77,640**. Following is the allocation of the Total Fixed Fee as described in Article 12:
 - 1. Compensation for Basic Services: The Owner shall compensate A-E for performing the, as follows:
 - a. 15% of Fixed Fee or \$11,646 for Schematic Design Phase.
 - b. 20% of Fixed Fee or \$15,528 for Design Development Phase.
 - c. 25% of Fixed Fee or \$19,410 for DSA submission.
 - d. 5% of Fixed Fee or \$3,882 for completion of 100% CD
 - e. 5% of Fixed Fee or \$3,882 for incorporation of review comments
 - f. 5% of Fixed Fee or \$3,882 for Bid and Award Phase
 - g. 20% of Fixed Fee or \$15,528 for Construction Phase
 - h. 5% of Fixed Fee or \$3,882 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
 - 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 SYNTHESIS PARTNERS, 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.

Principal Architect:	\$200.00/Hr	Project Engineer:	\$175.00/Hr
Project Architect:	\$175.00/Hr	Project Manager:	\$150.00/Hr
Interior Designer:	\$125.00/Hr	Project Coordinator:	\$100.00/Hr
Graphics Presentations:	\$100.00/Hr	Drafter:	\$ 80.00/Hr
Office Manager:	\$ 75.00/Hr	Accounting:	\$ 60.00/Hr
Clerical:	\$ 50.00/Hr	Public Hearings:	\$250.00/Hr

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.

Civil Engineer

Warren Consulting Engineers

License No. C28362

160 Blue Ravine Road, Suite C

Folsom, CA 95630

(916) 985--1877

George Warren, Principal

Total number of school jobs: 48

Years of Experience with Architect: 14

Mechanical Engineer

Eclipse Mechanical Engineering, Inc.

License No. M21307

201 Natoma Street

Folsom, CA 95630

(916) 985--0828

Allan J. Giesbrecht, P.E. | LEED AP

Total number of school jobs: 41

Years of Experience with Architect: 12

Electrical Engineer

M. Neils Engineering, Inc.

Date of registration: 1977 10

Fullerton Court, Suite 201

Sacramento, CA 95825

(916) 923---4400

Michael Neils, Principal

Total number of school jobs: 63

Years of Experience with Architect: 14

EXHIBIT D
SCOPE OF SERVICES AND DELIVERABLES
AGREEMENT
BETWEEN
COLUSA UNIFIED SCHOOL DISTRICT AND SYNTHESIS PARTNERS, 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 being designed by others.
- Coordinate services of topographic surveyor.

Schematic Design Phase

1. Develop and establish programmatic and spatial needs for the Project based on the CUSD's Educational Specifications, Design Standards and Facilities Master Plan and other related documents.
2. Based on the approved conceptual plan / program, develop studies and evaluations, site plans, elevations, building sections, and computer generated 3-D studies based on functional relationships, and other documentation in sufficient detail to illustrate the scale and relationship of Project components.
3. Develop solutions for architectural, mechanical, electrical, plumbing, civil, landscape, and equipment in order to establish building form, wall locations, furniture and equipment layout, types and qualities of finishes and materials leading to a recommended solution.

4. Provide detailed narratives, outline specifications, and conceptual plans defining the building's structural, mechanical, plumbing, and electrical systems, and civil and landscape design with sufficient detail to provide a complete understanding of the building's design and infrastructure.
5. Provide for considerations of alternative materials and CHPS requirements.
6. Establish and define off-site improvements, utility service upgrades and verification of connection points.
7. Obtain preliminary review and approvals with DSA and other agencies.
8. Verify if existing concealed conditions need to be further exposed for validation and coordination.
9. Update overall project schedule for completion of the project through construction and closeout phase.
10. Attend meetings with CUSD stakeholders, consultants and community members, and provide meeting materials, such as boards and PowerPoint presentations, as needed.

Design Development Phase

11. 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.
12. 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.
13. Meet with CUSD, site staff and governing agencies, as required.
14. At 100% Design Development completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents
15. At 100% Design Development completion, submit documents to CUSD for review and approval.

Construction Documents Phase

16. 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).
17. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.
18. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
19. At 50% and 100% Construction Document completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents.
20. At 50% and 100% Construction Document completion, submit documents to District for review and approval.
21. Meet with CUSD, site staff and governing agencies, as required.

Contract Award Phase

22. Assist CUSD in preparing, reviewing and finalizing the bid documents.
23. Assist the CUSD in the evaluation of bids.

Construction Phase

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

EXHIBIT E

A-E DOJ CERTIFICATION

AGREEMENT

BETWEEN

**COLUSA UNIFIED SCHOOL DISTRICT AND SYNTHESIS PARTNERS, INC. FOR
COLUSA HIGH SCHOOL ADA RESTROOM AND GYMNASIUM HVAC REPLACEMENT PROJECT
A-E SERVICES**

I, _____, on behalf of Synthesis Partners, 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 _____, in _____, California.

(Seal of business)

By: _____
Gary M. Underhill

Date

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AGREEMENT

BETWEEN

COLUSA UNIFIED SCHOOL DISTRICT

AND

ARCHITECTURAL NEXUS, INC.

FOR

BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING REPLACEMENT

ARCHITECTURAL-ENGINEERING SERVICES

DOCUMENTS BOUND HEREWITH

Agreement Form

Exhibit A: Construction Budget, Project Schedule and A-E Fees

Exhibit B: Reimbursable Expenses and Hourly Fees for Extra Services

Exhibit C: A-E's Sub-consultants

Exhibit D: Scope of Services and Deliverables

Exhibit E: DOJ Certification and List of Employees Authorized On School Campuses

1 COLUSA UNIFIED SCHOOL DISTRICT

2
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

4
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1 COLUSA UNIFIED SCHOOL DISTRICT

2
3 AGREEMENT FOR ARCHITECTURAL-ENGINEERING SERVICES

4
5 BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING REPLACEMENT

6
7 This agreement is contingent upon Colusa Unified School District Board approval and
8 will not be valid unless approved.
9

10 THIS AGREEMENT, made in three copies on August 25, 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 is
13 duly licensed under the laws of the State of California to practice architecture and engineering in
14 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.
20

21
22 **ARTICLE 1. DEFINITIONS**

23
24 OWNER: Colusa Unified School District.
25

26 ARCHITECT-ENGINEER (A-E): Architectural Nexus, Inc. The organization or individual
27 providing those professional design services set forth herein and associated with the Burchfield
28 Primary School ADA Restroom and Paving Replacement project, as defined below.
29

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 management
32 during the design and construction phases of the Project. For purposes of this Agreement, the
33 PM shall have the authority to direct the work and minor changes to the Project, except that the
34 terms of this Agreement shall not be modified without the approval of Owner.
35

36 CONTRACTOR: The construction contractor who receives the contract award for
37 construction of the Project, as defined below.
38

39 PROJECT: Burchfield Primary School ADA Restroom and Paving Replacement
40

41 PROJECT BUDGET: The total available funding as appropriated through the State School
42 Facilities Program, local bond measure, or other means to be used for the design and
43 construction of the Project. It is the intent of Owner that the Project Budget include all costs for

1 design, engineering, construction, inspection, technical consultant, surveys, testing, project
2 management, Project contingencies, furniture and equipment, and such administrative costs of
3 Owner as shall be deemed appropriate.
4

5 CONSTRUCTION BUDGET: The total available funding for work to be performed by
6 construction contractors, excluding change orders.
7

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

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

19 **ARTICLE 2. BUDGETS AND ESTIMATES**

20

21 A. The Construction Budget is established in attached Exhibit A.
22

23 B. A-E shall design the Project in a manner that it can be constructed for a cost within the
24 Construction Budget.
25

26 C. A-E shall follow the Owner's Facility Design Standards and programmatic requirements
27 and selection of materials, systems, and components affecting the quality of construction.
28

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

32 1. A-E shall perform a Conceptual Estimate of the Project Construction Phase at the
33 end of Schematic Design phase and submit it to the Owner for review.
34

35 2. A-E shall perform a Design Development Estimate of the Project Construction Cost
36 and submit it to Owner for review.
37

38 3. A-E shall perform a 50% Construction Document Estimate of the Project
39 Construction Cost and submit it to Owner for review.
40

41 4. A-E shall perform a 100% Construction Document Estimate of the Project
42 Construction Cost and submit it to Owner for review.
43

1 5. In the event of redesign required by project bidding over the Project Construction
2 Cost in the approved Construction Budget, A-E shall revise the design documents at their
3 sole expense and shall perform a revised 100% Construction Document Estimate of the
4 Project Construction Cost and submit it to Owner for review.
5
6

7 **ARTICLE 3. BASIC SERVICES OF THE A-E**
8

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 Project,
13 all in accordance with this Agreement, Owner's Facility Design Standards, and applicable laws
14 and regulations.
15

16 One (1) set of completed documents for each phase (SD's, DD's, and 100% CD's) shall be
17 sent to the Owner for progress review and comment. The Owner is under contract with a local
18 reproduction company, which shall be utilized by the A-E for printing and distribution of these
19 progress review documents at the Owner's expense. In addition, one (1) copy of each is to be
20 sent to a pre-determined Cloud-based electronic posting.
21

22 A-E's Basic Services shall be divided into the following components:
23

24 A. Schematic Design Phase
25

26 1. A-E shall review site surveys, existing record documents, seismic data, mechanical,
27 geotechnical and other test reports, environmental documents and any other tests or
28 reports furnished to A-E pursuant to Article 9 of this Agreement. After examining the site,
29 A-E shall advise Owner as to whether such data is sufficient for purposes of design or
30 whether additional data is needed. If additional data is needed, A-E shall recommend and
31 specify the manner in which the necessary information/data shall be provided and
32 needed services be obtained.
33

34 2. A-E shall prepare base drawings that thoroughly document existing site
35 conditions, including any structures or appurtenances that have been added to buildings
36 or site without proper Division of the State Architect (DSA) approval, and any evidence of
37 deterioration visible from the exterior of the building or from occupied spaces of the
38 building due to dryrot, termite, or other environmental damage, in order to minimize
39 changes due to unforeseen site conditions during construction. Where existing conditions
40 are concealed, A-E shall make reasonable recommendations to Owner as to whether such
41 conditions should be exposed and, if so, the specific extent of such exposure. Owner may,
42 but need not, follow A-E's recommendations. If Owner takes action to expose concealed
43 conditions, A-E shall proceed with investigating and taking measurements.

1
2 3. As applicable to the Project, the A-E shall prepare schematic design documents
3 based on the scope of work approved by Owner, schedule, and Construction Budget for
4 the Project. The schematic design documents shall establish the conceptual design of the
5 Project illustrating the scale and relationship of the Project components. At the A-E's
6 option, or at the request of the Owner, the Schematic Design documents may include
7 study models, perspective sketches, electronic modeling or combinations of these media.
8 Preliminary selections of major building systems and construction materials shall be
9 noted on the drawings and described in writing.

10
11 4. Owner shall approve the schematic design documents in writing prior to A-E
12 beginning the Design Development document phase. A-E may be required to present
13 schematic design documents to Site Committee, if applicable prior to approval.
14

15 B. Design Development Document Phase

16
17 1. A-E shall prepare design development documents based on the approved
18 schematic design documents and updated Construction Budget. The design development
19 documents shall illustrate and describe the refinement of the design of the Project,
20 establishing the scope, relationships, form, size and appearance of the Project by means
21 of plans, sections, elevations, typical construction details, and equipment layouts. The
22 design development documents shall include specifications that identify major materials
23 and systems and establish their quality levels.
24

25 2. Perform detailed field survey, assessment and evaluation of school site, buildings,
26 and surrounding neighborhood to verify and establish basis for existing conditions. For
27 constructability and to fully coordinate existing conditions into the Construction
28 Documents to be prepared by A-E, A-E shall investigate and take measurements of
29 observable existing conditions and facilities.
30

31 3. A-E shall advise and assist Owner in applying for and obtaining required approvals
32 from all applicable governmental agencies having jurisdiction in a timely manner so as not
33 to delay the Project.
34

35 4. A-E shall obtain Owner's approval of the design development documents and
36 Estimate in writing prior to A-E beginning the Construction Documents phase. A-E may be
37 required to present design development drawings to Site Committee, if applicable prior
38 to approval.
39

40 C. Construction Document Phase

41
42 1. A-E shall prepare, based on the approved design development documents and any
43 further adjustment in the scope or quality of the Project authorized by Owner, working

1 drawings, plans and specifications setting forth in detail and prescribing the work to be
2 done and the materials, workmanship, finishes, and equipment required for the
3 architectural, structural, mechanical, civil, landscape, and electrical service connected
4 equipment (the Construction Documents).
5

6 2. When the Construction Documents are fully coordinated and the quality control
7 review is completed, A-E shall notify the Owner that the Construction Documents are
8 ready for third party review. A-E shall cooperate with Owner in submitting the
9 Construction Documents to a third party for peer review and shall incorporate agreed
10 upon third party peer review comments into the Construction Documents prior to
11 submitting the documents to DSA. If any peer review comment is rejected by A-E and a
12 change order is later required to resolve a deficiency in the Construction Documents that
13 would have been addressed by the rejected peer review comment, A-E shall be liable for
14 all expense of the change order.
15

16 3. A-E shall be responsible for coordinating its specifications with Division 0 and 1
17 documents supplied by Owner.
18

19 4. The Construction Documents shall be consistent with a design that can be
20 constructed within the Construction Budget.
21

22 5. A-E shall advise and assist Owner in applying for and obtaining required approvals
23 from all applicable governmental agencies having jurisdiction in a timely manner so as not
24 to delay the Project. The A-E shall use its best efforts but shall not be responsible for
25 governmental plan check scheduling delays.
26

27 D. Storm Water Prevention
28

29 1. A-E acknowledges that all California school districts are now obligated to develop
30 and implement the following storm water requirements, without limitation:
31

32 a) A municipal Separate Storm Sewer System (MS4). An MS4 is a system of
33 conveyances used to collect or convey storm water, including, without limitation,
34 catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

35 b) A Storm Water Pollution Prevention Plan (SWPPP) at

36 (1) Sites where Owner engages in maintenance (e.g., fueling, cleaning,
37 repairing) of transportation activities;

38 (2) Construction sites where one or more acres of soil will be disturbed
39 or where each Project is part of a larger common plan of
40 development that disturbs one or more acres of soil.

1
2 A-E shall conform its design work with Owner's storm water requirements indicated
3 above, that are approved by Owner and applicable to the Project, at no additional cost to Owner.
4 In addition, as required, A-E shall develop a grading and drainage plan and a site plan from
5 architectural information showing a final development of the site. This drawing will also include
6 a horizontal and vertical control plan and a utility infrastructure plan. The Services described in
7 this Article 3.D shall be provided by a professional civil engineer who contracts with or is an
8 employee of A-E. Owner, at its sole discretion, may pay A-E for Extra Services to comply with this
9 provision if the Services required are in excess of those normally required for services of the type
10 in this Agreement.

11
12 E. Bid and Award Phase

13
14 1. A-E shall assist Owner during bid and award phase as follows:

- 15
16 a) Attendance at and participation in pre-bid meetings.
17
18 b) Responding to technical questions from bidders in a timely manner so as
19 not to delay their ability to prepare accurate bids.
20
21 c) Preparation of addenda as appropriate or requested by Owner.
22
23 d) Participate in interviews of Project Inspectors or Special Inspectors as
24 requested by Owner for DSA approval.
25

26 F. Construction Phase

27
28 1. A-E shall provide general direction to a Project Inspector (Inspector) employed by
29 and responsible to Owner, as required by the Education Code and the California Building
30 Standards Code published by the ICBO, California Building code, California Code of
31 Regulations, Title 24. A-E shall advise the Inspector and Contractor in the preparation of
32 a marked set of prints (record documents), indicating actual as-built conditions,
33 dimensioned location of rooftop equipment, pipe, conduit, raceways, and buried utility
34 lines within the limits of construction, and other adjacent construction features, which
35 shall be forwarded to A-E for Owner upon completion of the Project.
36

37 2. A-E shall administer the construction phase, as required by this Agreement, the
38 Contract Documents, and the applicable statutes and regulations. A-E shall comply with
39 all time lines set forth in the Contract Documents for its construction phase services. A-E
40 shall observe and become familiar with the general quality of construction and report in
41 writing to Owner any observed instance where the materials, workmanship, or the
42 general quality of construction is not in conformance with the Contract Documents, the

1 California Building Standards Code requirements, or generally accepted industry
2 standards of quality.

3
4 3. In providing Services during the construction phase, A-E shall employ individuals
5 on the Project to whom Owner has no reasonable objection. In the event Owner has a
6 reasonable objection to any employee of A-E performing work on the Project, it shall
7 notify A-E, which shall promptly cause the individual to be removed from the Project.
8

9 4. A-E, as a representative of Owner, shall make visits to the site at least once per
10 week to render architectural observations in order to: (1) become generally familiar with,
11 and to keep Owner informed about, the progress and quality of the portion of the Project
12 completed; (2) endeavor to guard Owner against nonconforming work and deficiencies in
13 the work; and (3) determine in general if the work is being performed in a manner
14 indicating that the work, when fully completed, will be in accordance with the Contract
15 Documents. A-E shall attend weekly on-site construction meetings and shall otherwise
16 be available to Owner and the Inspector for site meetings on an "as-needed" basis.
17

18 5. A-E shall not be required to make exhaustive or continuous on-site inspections to
19 check the quality or quantity of the work. A-E shall neither have control over or charge
20 of, nor be responsible for, the construction means, methods, techniques, sequences or
21 procedures, or for safety precautions and programs in connection with the work, since
22 these are solely Contractor's rights and responsibilities under the Contract Documents.
23

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

37 7. A-E shall compose and submit Construction Change Documents (CCD) in
38 accordance with DSA IR A-6.
39

40 8. A-E shall submit an interim Architect Engineer Verified Report (form DSA 6-AE) to
41 DSA and a copy to the Project Inspector for each of the applicable sections of the form
42 DSA 152 within twenty-four (24) hours to avoid delay of progress of work, prior to the

1 project inspector signing off that section of the project inspection card, and in accordance
2 with DSA PR 13-01.

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

14
15 10. A-E shall interpret the Contract Documents and decide matters concerning
16 performance of Contractor and/or Owner under the requirements of the Contract
17 Documents, on written request of either Owner or Contractor and advise Owner. A-E's
18 response to such requests shall be made with reasonable promptness and within any time
19 limits agreed upon or set forth in the Contract Documents. Interpretations and decisions
20 of the A-E shall be consistent with the intent of and reasonably inferable from the
21 Contract Documents and shall be in writing or in the form of drawings. When making
22 such interpretations and decisions, A-E shall endeavor to secure faithful performance by
23 both Owner and Contractor, and shall not show partiality to either.

24
25 11. At Owner's written request, A-E shall assist Owner with any claim resolution
26 process involving Contractor and Owner, including, without limitation, serving as a
27 witness or providing other Professional Services relating to hearings or other legal
28 proceedings.

29
30 a) The parties recognize that this clause is a means of expediting resolution
31 of claims among Owner, Contractor and A-E. However, it is understood that
32 Contractor is not an intended third party beneficiary of this clause.

33
34 b) Compensation for these Extra Services under this Paragraph 11 of Article
35 3.F shall be provided as set forth in the payment provisions for Extra Services
36 under Articles 11 and 12.

37
38 c) At Owner's sole discretion, payment for these A-E Extra Services in claim
39 resolution may be withheld pending the outcome of any settlement. To the extent
40 that A-E is held responsible for the claim after a final determination is made in
41 accordance with Article 20 of this Agreement, a proportion of the payment for
42 these Extra Services may be permanently withheld.

1 d) Nothing in this Article shall in any way limit Owner's rights and remedies
2 under this Agreement against A-E for any errors or omissions or breaches of any
3 kind related to this Agreement or A-E's responsibilities under it.
4

5 12. The A-E agrees to continue to work diligently to completion so long as progress
6 payments continue to be made except for those amounts which are withheld and which
7 are in dispute under this Agreement.
8

9 G. Post Construction Phase
10

11 A-E shall perform a follow-up review of the entire Project and prepare and deliver a
12 written report to Owner on apparent deficiencies in construction not later than one (1) month
13 prior to the expiration of the General Construction Contract guarantee period for the Project.
14
15

16 **ARTICLE 4. PROFESSIONAL SERVICES OF THE A-E**
17

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

34 B. Except with Owner's knowledge and consent, the A-E shall not engage in any activity, or
35 accept any employment, interest or contribution that would reasonably appear to compromise
36 the A-E's professional judgment, impartiality or professionalism with respect to the Project or the
37 Owner.
38

39 C. A-E shall, as part of the Basic Professional Services, furnish, at its expense, the services of
40 civil, structural, mechanical, electrical, landscape, acoustical, engineers/consultants, and other
41 necessary design professionals as determined by A-E and acceptable to Owner, properly skilled
42 and licensed in California in the various aspects of the design and construction of the Project. A-
43 E's sub-consultants shall be listed in Exhibit D and shall not be changed without prior written

1 consent of the Owner. Owner does not assume any liability, duty or obligation to A-E's sub-
2 consultants or their agents and employees by execution or performance of this Agreement, and
3 nothing in this Agreement shall create any contractual relation between Owner and any sub-
4 consultants, or their agents and employees, employed by A-E. No sub-consultants, agents,
5 employees or other parties are third party beneficiaries of this Agreement. A-E shall be
6 responsible to Owner for the acts and omissions of its employees, sub-consultants, and their
7 agents and employees, and other persons performing any of the work under this Agreement.
8

9 D. A-E shall, as part of its Basic Services, coordinate its work with the work of any consultant(s)
10 employed by the Owner in connection with the Project so as to prevent any discrepancies or
11 inaccuracies in the Construction Documents and any delays in the Project schedule. The A-E
12 assumes the responsibility of incorporating the work of these consultants into the Construction
13 Documents.
14

15 Consultants hired directly by Owner may include, but are not limited to, the following:
16

17 1. Hazardous Materials Consultant – To Be Determined
18

19 E. The A-E, as part of its Basic Services, shall be responsible for the design, DSA approval,
20 contract/bidding documents, construction administration, testing, and maintenance staff
21 training.
22

23 F. A-E shall not, either during or after the term of this Agreement, make public any reports
24 or articles, or disclose to any third party any information specifically designated as confidential
25 by Owner, without the prior written consent of Owner. A-E shall require of its sub-consultants
26 similar agreements not to disclose such confidential information.
27

28 G. A-E shall review laws, codes, and regulations applicable to A-E's Services. A-E shall
29 respond in the design of the Project to requirements imposed by governmental authorities
30 having jurisdiction over the Project.
31

32 H. A-E shall, as part of its Basic Services, identify the regulatory agencies that have
33 jurisdiction over essential building and design elements and coordinate with and implement the
34 requirements of the regulatory agencies, including without limitation, the California Department
35 of Education, Department of General Services (DGS), DSA Fire/Life Safety, DSA Access Compliance
36 Section, DSA Structural Safety Section, Department of Toxic Substance Control (DTSC), State and
37 Local Fire Marshal and any regulatory office or agency that has authority for review and
38 supervision of school district construction projects.
39

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

1
2 J. At its sole cost and expense, A-E shall give all notices and comply with all applicable laws,
3 codes, ordinances, rules, regulations, and lawful orders of any public authority bearing on the
4 performance of its work, including those relating to safety of its employees and sub-consultants,
5 hazardous materials, and equal employment opportunities; obtain all permits and licenses
6 necessary for performance of its work; pay all local, state, and federal taxes associated with its
7 work; and pay all benefits, insurance, taxes, and contributions for Social Security and
8 Unemployment which are measured by wages, salaries, or other remuneration paid to A-E's
9 employees. Upon Owner's request, A-E shall furnish evidence satisfactory to Owner that any or
10 all of the foregoing obligations have been fulfilled.
11

12
13 **ARTICLE 5. INDEPENDENT CONTRACTOR**
14

15 A-E shall be an independent contractor, and neither A-E nor any employee of A-E or its
16 sub-consultants shall be deemed to be an employee of Owner.
17

18
19 **ARTICLE 6. CONFLICTS OF INTEREST**
20

21 The A-E affirms that, to the best of its knowledge, there exists no actual or potential
22 conflict between family, business, or financial interests of the A-E and performance of its Services
23 under this Agreement. In the event of change in either interests or Services under this
24 Agreement, the A-E affirms that it will raise with the Owner any question regarding possible
25 conflict of interest which may arise as a result of such change.
26

27
28 **ARTICLE 7. ASSIGNMENT AND SUBCONTRACTING**
29

30 Except as expressly authorized herein, A-E shall neither assign its rights nor delegate its
31 duties under this Agreement without prior written consent of Owner, which consent may be
32 withheld for any reason, or no reason, in Owner's absolute discretion. This prohibition of
33 assignment and delegation extends to all assignments and delegations that lawfully may be
34 prohibited by agreement.
35

36
37 **ARTICLE 8. EXTRA SERVICES OF THE A-E**
38

39 A. The following Services, if necessitated by unusual circumstances and through no fault or
40 neglect on the part of A-E or its sub-consultants, shall be paid for as Extra Services by Owner, as
41 provided in Articles 11 and 12. Additional compensation for Extra Services shall be conditioned
42 upon prior receipt of formal written authorization from Owner to perform the work as Extra

1 Services and no claim for any additional compensation or reimbursement shall be valid unless so
2 authorized.

3
4 1. Preparation of additional plans or specifications in order to satisfy the
5 requirements of the applicable public authority, due to changes in policy or law not
6 reasonably anticipated by A-E and provided that the requirement for these additional
7 documents occurs after completion of the design development phase.

8
9 2. If directed by Owner, the employment of special consultants other than those
10 required in Article 4.C.

11
12 3. Revisions required as a result of changes in the Owner's previous instructions or
13 approvals and through no fault of the A-E, after the Construction Documents have been
14 approved by DSA.

15
16 4. Providing assistance such as testing, adjusting and balancing in the utilization of
17 equipment or systems and preparation of operation and maintenance manuals.

18
19 5. Preparation of drawings and documents to support construction contract change
20 orders which necessitate additional work by A-E, provided that the change order is not
21 contributed to by the negligence or carelessness of A-E. A-E shall keep accurate records
22 of the time spent in preparation of such documents and shall provide monthly statements
23 of the same to Owner identified as to each specific change order item.

24
25 6. Preparation of special presentation models, renderings or mock-ups requested by
26 the Owner and not required under Basic Services.

27
28 7. Preparing to serve or serving as a witness in connection with any hearing, dispute
29 resolution proceeding or legal proceeding, other than that necessitated by negligent or
30 willful acts or omissions of A-E or its sub-consultants.

31
32 8. Providing services made necessary by the failure of performance, the termination
33 or default of a contractor; or by major defects or deficiencies in the work of any
34 contractor.

35
36 9. Special Meetings with the Site Committee, if applicable and other committees
37 other than as reasonably required or noted elsewhere in the Agreement.

38
39 10. Assistance with environmental and EIR studies other than those which would
40 normally be required to complete the A-E's Basic Services.

41
42 11. Formal value engineering sessions and detailed life-cycle cost analysis beyond
43 those normally provided.

1
2 B. In no event shall A-E be entitled to receive compensation for Extra Services if required as
3 a result of A-E's or its sub-consultants' errors, omissions, or failure to perform in accordance with
4 this Agreement.
5

6 C. The Owner shall have the right to make changes in the A-E's Basic Services specified in Article
7 3 of this Agreement. The A-E shall promptly notify the Owner of changes that increase or decrease
8 the A-E's Basic Services, associated compensation, or the duration of the A-E's Basic Services or both.
9 The A-E shall be entitled to receive additional compensation when the scope or duration of the A-
10 E's Basic Services is increased or extended through no fault of the A-E and shall be subject to the
11 Owner's prior written authorization.
12

13 D. Changes in the A-E's Basic Services or duration of the Agreement, and entitlement to
14 additional compensation, shall be made by a written Amendment to this Agreement executed by
15 the Owner and the A-E. The Amendment shall be executed promptly by the Owner and the A-E. The
16 A-E shall proceed to perform the services required by the Amendment only after receiving written
17 authorization directing the A-E to proceed.
18
19

20 **ARTICLE 9. OWNER'S RESPONSIBILITIES**
21

22 A. Owner shall provide full information as to the programmatic and other requirements of
23 the Project, including realistic budget limitations and schedule for the Project.
24

25 B. If applicable, Owner shall furnish, or direct A-E to procure, at Owner's expense, a certified
26 survey of the site, if required by agencies having jurisdiction, including grades and lines of streets,
27 pavements, and adjoining properties, rights-of-way, restrictions, easements, boundaries, and
28 contours of the building site, locations, dimensions and floor elevations of existing buildings,
29 other improvements, and trees; and information as to available service and utility lines, both
30 public and private.
31

32 C. Owner shall furnish, or direct A-E to procure, at Owner's expense, geotechnical, chemical,
33 mechanical, or other tests required by agencies having jurisdiction over the Project for proper
34 design and borings or test pits necessary for determining subsoil conditions.
35

36 D. Owner shall furnish available record drawings of existing structures.
37

38 E. Owner shall furnish all required inspection and testing services in conjunction with the
39 Project.
40

41 F. Owner shall furnish all legal advice and services required for the Project.
42

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

3
4 H. Owner shall periodically update the Construction Budget.

5
6 I. Owner shall provide hazardous materials consultant services for the Project, which
7 consultant shall provide hazardous materials specifications to be included by A-E as part of the
8 project manual. Owner shall have no responsibility for the accuracy and completeness of such
9 specifications nor have any liability for work done under said specifications.

10
11 J. The Owner shall designate an officer, employee or other authorized representatives to act
12 in the Owner's behalf with respect to the Project. The Representative shall have the authority to
13 approve changes in the scope of the Project and shall be available as often as may be required to
14 render decisions and to furnish information in a timely manner.

15
16 K. During Contractor's guarantee period, Owner shall notify A-E in writing of apparent
17 deficiencies in materials or workmanship.

18
19 L. Owner will pay for all DSA and other applicable agency review/permitting fees.
20
21

22 **ARTICLE 10. ESTIMATE OF CONSTRUCTION COSTS**

23
24 A. Estimates referred to in Article 2 shall be prepared in a format acceptable to Owner,
25 providing the appropriate level of detail for the phase of Project development. The format will
26 typically be the Construction Specifications Institute (CSI), Division 2-16 (or current) breakdown,
27 unless otherwise directed by Owner. Estimates shall consider prevailing wages, current or
28 anticipated construction costs and include all work for which bids will be received. It is
29 understood that the Construction Budget is affected by the labor and material market, as well as
30 other conditions beyond the control of A-E or Owner.

31
32 B. A-E shall prepare Estimates at part of each phase submittal and compare the Estimates
33 with the Construction Budget.

34
35 C. A-E shall meet with and reconcile all Estimates with Owner's third party cost estimator.
36

37 D. Prior to any bid, Owner may adjust the approved Construction Budget based on changes
38 in the available funds, after the time frame in which the Construction Budget was initially
39 established.
40
41
42
43

1 **ARTICLE 11. ARCHITECT-ENGINEER COMPENSATION**

2
3 A. Professional Services: A-E agrees to perform Professional Services provided by this
4 Agreement and Owner agrees to pay A-E for such Services, in accordance with attached Exhibits
5 A and B. A-E's compensation for Extra Services shall be dependent upon A-E's compliance with
6 the provisions outlined in Article 8 regarding Extra Services and calculated in accordance with the
7 rates set forth in Exhibit B.

8
9 B. Reimbursable A-E Costs/Expenses: Owner recognizes that certain costs and expenses
10 associated with the Professional Services performed are reimbursable to A-E. The descriptive
11 categories of expenses that may be considered for reimbursement are defined in Exhibit B.
12 Provided that A-E obtains Owner's prior written approval, costs and expenses will be reimbursed
13 to A-E in accordance with Exhibit's A and B. Owner's prior written authorization is an express
14 condition precedent to any reimbursement to A-E of such costs and expenses, and no claim for
15 any additional compensation or reimbursement shall be valid absent such prior written approval
16 by Owner.

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

29
30
31 **ARTICLE 12. PAYMENTS TO THE ARCHITECT-ENGINEER**

32
33 A. Payments on account of the agreed compensation in Article 11 shall be:

34
35 1. Schematic Design Phase - fifteen percent (15%) of total compensation stated in
36 Exhibit A. Billings shall be monthly or lump sum, in arrears, up to fifteen percent (15%) of
37 the total compensation, based upon work completed.

38
39 2. Design Development Phase - increase to thirty-five percent (35%) of total
40 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears, up to
41 thirty-five percent (35%) of the total compensation, based upon work completed.
42
43

1 3. Construction Documents Phase
2

3 a) Construction Documents sufficiently complete to be and actually
4 submitted for review by DSA - increase to sixty percent (60%) of the total
5 compensation stated in Exhibit A. Billings shall be monthly or lump sum, in arrears,
6 up to sixty percent (60%) of total compensation, based upon work completed.
7

8 b) Completed Construction Documents, fully coordinated and quality-
9 controlled by A-E and submitted to Owner for peer review—increase fee to sixty-
10 five percent (65%) of the total compensation stated in Exhibit A.
11

12 c) Incorporation of review comments from the third-party peer reviewer
13 (retained under separate contract to Owner) into Construction Documents, and
14 final Construction Document approval by DSA—increase fee to seventy percent
15 (70%) of the total compensation stated in Exhibit A.
16

17 4. Construction Phase
18

19 a) On all or that portion of the Project for which bids have been received and
20 contracts awarded - increase to seventy-five percent (75%) percent of total
21 compensation.
22

23 b) Subsequent billings shall be submitted monthly, in arrears, in proportion
24 to the percentage of work certified complete by A-E in response to construction
25 progress payment requests.
26

27 c) Construction complete and accepted by Owner - increase to ninety percent
28 (95%) of the total compensation.
29

30 d) Project documentation, including, without limitation, record documents
31 forwarded to Owner and the applicable governmental agencies having
32 jurisdiction—increase to one hundred percent (100%) of the total compensation.
33 The required documents (independent of Owner requirements) shall be filed
34 within sixty (60) days of Project acceptance.
35

36 B. Payments in event of the following circumstances shall be as set forth below:
37

38 1. Deferred Bids: Delay in the award of the contract shall not affect A-E's
39 compensation unless Extra Services are required.
40

41 2. Delayed Completion: Except as provided elsewhere in this Agreement, A-E's
42 compensation shall be paid at the time and in the amount noted.
43

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

11
12 D. Owner may withhold, or on account of subsequently discovered evidence nullify, the
13 whole or a part of any payment to such extent as may be necessary to protect Owner from loss,
14 including costs and attorneys' fees, on account of: (1) defective or deficient work product not
15 remedied; (2) failure of A-E to make payments properly to its employees or sub-consultants; or
16 (3) failure to adhere to the Project design schedule or to achieve sufficient progress with the
17 design work such that A-E is unlikely to achieve timely completion.

18
19 **ARTICLE 13. DEFAULT AND TERMINATION OF AGREEMENT**

20
21 A. A-E Default: If A-E at any time refuses or neglects to prosecute its work in a timely fashion
22 or in accordance with the Project schedule, or is adjudicated a bankrupt, or commits any act of
23 insolvency, or makes an assignment for the benefit of creditors, or fails to make prompt payment
24 to persons furnishing labor, equipment, or materials, or fails in any respect to properly and
25 diligently prosecute its work, or otherwise fails to perform fully any and all of the agreements
26 herein contained, A-E shall be in default.

27
28 B. Cure: If A-E fails to cure the default within seven (7) days after written notice thereof,
29 Owner may, at its sole option, take possession of any documents, files (including electronic files),
30 or other materials prepared or used by A-E in connection with the Project and provide or secure
31 from others, including A-E's sub-consultants, any such work, labor, or materials as may be
32 necessary to overcome the default and deduct the cost thereof from any money then due or
33 thereafter to become due to A-E under this Agreement.

34
35 C. Default Termination: In the event Owner elects to terminate A-E due to A-E default,
36 Owner shall have the right to immediate possession of all plans, specifications, and other work
37 in progress prepared by A-E, whether located at the Project, at A-E's place of business, or at the
38 offices of a sub-consultant, and may employ any other person or persons to finish the design
39 work and provide the materials therefore. In case of such default termination, A-E shall not be
40 entitled to receive any further payment under this Agreement until the Project is completely
41 finished. At that time, if the unpaid balance of the amount to be paid under this Agreement
42 exceeds the expenses incurred by Owner in finishing the Project, such excess shall be paid by
43 Owner to A-E, but, if such expenses shall exceed such unpaid balance, then A-E shall promptly

1 pay to Owner the amount by which such expense exceeds such unpaid balance. The expenses
2 referred to in the last sentence shall include expenses incurred by Owner in causing the Services
3 called for under this Agreement to be provided by others, for attorneys' fees, and for any
4 damages sustained by Owner by reason of A-E's default or defective work, plus ten percent (10%)
5 on any and all such expenses as allowed by law.
6

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

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

39 F. If this Agreement is terminated by Owner for default and it is later determined that the
40 default termination was wrongful, such termination automatically shall be converted to and
41 treated as a termination for convenience under this Article and A-E shall be entitled to receive
42 only the amounts payable hereunder in the event of a termination for convenience.
43

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

7
8 **ARTICLE 14. PERFORMANCE TIME SCHEDULE**

9
10 A. A-E agrees to the schedule, as set forth in Exhibit A for the performance of A-E's Services.
11 This schedule includes reasonable allowances for review and approval times required of Owner,
12 performance of services by Owner's consultants, and review and approval times required by
13 authorities having jurisdiction over the Project. This schedule shall be equitably adjusted as the
14 Project progresses, allowing for changes in scope, character, or size of the Project as requested
15 by Owner, or for delays or other causes beyond the A-E's reasonable control.

16
17 B. A-E shall respond to the following specific items within the time frames indicated below:

- 18
19 1. Requests for Information: 2 days
20 2. Change order requests: 5 days
21 3. Submittals: 7 days, or as agreed upon in writing by Owner
22

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

29
30 **ARTICLE 15. ACCOUNTING RECORDS OF THE ARCHITECT-ENGINEER**

31
32 A. Records of A-E's direct personnel, sub-consultants, and reimbursable expenses pertaining
33 to any Services on this Project shall be kept on a generally recognized accounting basis and shall
34 be available to Owner or its authorized representative, upon reasonable notice, during normal
35 business hours.

36
37 B. Owner or the Owner's authorized representative shall have access to any plans,
38 specifications, books, documents, accounting records, papers, Project correspondence, Project
39 files and other records of A-E or its sub-consultants directly or indirectly related to the Project
40 upon reasonable notice, during normal business hours. Such access shall include the right to
41 examine and audit such records and make excerpts, transcriptions and photocopies at Owner's
42 expense.
43

1
2 **ARTICLE 16. INSURANCE TO BE CARRIED BY ARCHITECT-ENGINEER**
3

4 A-E shall procure and maintain insurance on all of its operations during the progress of its
5 work on the Project, with reliable insurance companies approved by the State of California
6 Department of Insurance and with a Bests' rating of no less than (B+) Level VII, on forms
7 acceptable to Owner, for the following minimum insurance coverage's:
8

9 A. Workers' Compensation insurance and occupational disease insurance, as required by
10 law, and employer's liability insurance, with minimum limits of \$1,000,000, covering all
11 workplaces involved in this Agreement.
12

13 B. Commercial general liability insurance, with limits of not less than as indicated in either
14 (1) or (2) as follows: (1) Bodily Injury Liability - \$1,000,000 each person, \$1,000,000 each
15 occurrence; Property Damage Liability - \$1,000,000 each occurrence, \$1,000,000 aggregate; (2)
16 single limit for Bodily Injury Liability and Property Damage Liability combined of \$1,000,000 each
17 occurrence and \$1,000,000 aggregate.
18

19 1. The insurance shall cover all operations of A-E, including but not limited to the
20 following: (1) broad form property damage liability; (2) personal injury liability
21 endorsement; and (3) automobile bodily injury and property damage insurance, including
22 all owned, if any, hired and non-owned equipment.
23

24 2. All general liability policies shall name Owner and Program Manager(s) as an
25 additional insured and shall provide that such policy is primary insurance.
26

27 C. A-E shall also provide Professional Liability Insurance for the Project, written on a "Claims
28 Made Basis," with limits of liability in amounts not less than \$1,000,000 per claim and \$1,000,000
29 aggregate, insuring A-E, for its own acts and for the acts of all persons for whose acts A-E may be
30 liable, against liabilities arising out of or in connection with the negligent acts, errors, or omissions
31 of any of the foregoing in connection with the carrying out of their professional responsibilities
32 for the Project. A-E shall provide Owner proof of professional liability insurance coverage for two
33 years following final completion of the Project. All such professional liability policies shall include
34 an endorsement or other provision covering the indemnification provisions of Article 22.
35

36 D. A-E shall also provide Certificates of Insurance, or other evidence of insurance as
37 requested by Owner, to Owner within ten (10) days after receipt by A-E of a signed version of
38 this Agreement. The certificates shall provide that there will be no cancellation, suspension,
39 voiding or change of coverage without thirty (30) days' prior written notice to Owner.
40

41 E. There shall be no reduction or modification of coverage of insurance required by this
42 Agreement without the written consent of Owner.
43

1
2 **ARTICLE 17. REPRODUCTION OF DOCUMENTS**
3

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

10
11 B. A-E shall provide one (1) reproducible master and one (1) electronic master in AutoCAD
12 (most current version) compatible format for drawings, and one (1) copy in the most current
13 version of Microsoft Word for the project manual of the final approved Contract Documents for
14 bidding and construction purposes.
15

16
17 **ARTICLE 18. RECORD DOCUMENTS**
18

19 A. At completion of the Project (or any portion that is constructed as a discrete unit), A-E
20 shall prepare and furnish to Owner one (1) set of reproducible record drawings and one (1) set
21 of marked specifications showing materials and methods of construction as actually
22 accomplished. These shall be prepared by revision of the original drawings from field work
23 drawings to show changes including RFI and ASI clarifications incorporated in the work, based
24 upon Contractor's representation of actual construction. Owner shall furnish A-E one (1) set of
25 field working drawings and specifications noting changes, and direct A-E as to level of detail and
26 completeness desired in record drawings. Since cost of this item will not be able to be
27 determined until construction is complete, A-E shall be compensated per an allowance in Exhibit
28 A for this work.
29

30 B. The A-E may insert the following notice on all record drawings; "These record drawings
31 (or corrected specifications) have been prepared based on information submitted, in part, by
32 others. The Architect has provided a review consistent with its legal standard of care."
33

34 C. At completion of all construction tasks, A-E shall furnish to Owner one (1) reproducible
35 master and One (1) electronic master (in AutoCAD's most current version) compatible format for
36 drawings, and One (1) copy in Adobe .pdf format, and Microsoft Word most current version for
37 project manual.
38

39
40 **ARTICLE 19. OWNERSHIP OF DOCUMENTS AND RE-USE OF DOCUMENTS**
41

42 A. All plans for the Project, including, but not limited to, record documents, specifications,
43 and Estimates prepared pursuant thereto, shall be and remain the property of the Owner for the

1 purposes of repairs, maintenance, renovations, modernization, or other purposes, only as they
2 relate to the Project. Notwithstanding same, Owner may use the plans, record documents,
3 specifications, or Estimates related to the Project for the purposes of additions, alignments, or
4 other development on the site.
5

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

25 C. Except as otherwise permitted in this Agreement, Owner shall not assign, delegate,
26 sublicense, pledge or otherwise transfer the right to use and re-use the documents to any other
27 party without the prior written authorization of A-E. However, in addition to the rights to use
28 and re-use the documents as set forth in this Article 19, Owner shall be permitted to authorize
29 Contractor or any construction subcontractor, equipment supplier or material supplier to use and
30 reproduce, to the fullest extent necessary, applicable portions of the documents appropriate to
31 and for use in their work for this Project.
32

33 D. In the event Owner ever desires to construct all or part of another wholly unrelated
34 project which would be essentially identical in design to the Project that is the subject of this
35 Agreement, A-E agrees to permit re-use of its design and the corresponding Contract Documents,
36 subject to payment to A-E of a fair and reasonable re-use fee.
37

38 E. Any unauthorized re-use of the documents shall be at Owner's sole risk and without
39 liability to A-E. Owner agrees to indemnify and hold harmless A-E and its sub-consultants against
40 any damages, liabilities or costs, including reasonable legal fees and disbursements, arising from
41 the unauthorized re-use or modification of the documents, provided that such injury, damage,
42 loss, and/or death was not a result of negligent design errors, design deficiencies, or omissions
43 contained in the original documents. Submission or distribution of the documents to meet official

1 regulatory requirements or for similar purposes does not constitute an unauthorized re-use of
2 the documents.

3
4
5 **ARTICLE 20. NOTICE OF CLAIMS AND DISPUTE RESOLUTION**
6

7 A. A-E shall give written notice of any claims arising out of or relating to this Agreement
8 within Ten (10) calendar days of the event(s) giving rise to the claim. Said written notice shall
9 specify the nature, amount and basis of the claim and shall be certified under penalty of perjury
10 and in compliance with the California False Claims Act, as set forth below. Failure to include these
11 required certifications shall constitute grounds for rejection of the claim. Failure to provide
12 notice of the claim within the time limit set forth herein shall constitute grounds for rejection of
13 the claim.
14

15 B. Direct negotiation will be the initial process utilized by the parties after issuance of
16 written notice of any claim arising out of or relating to this Agreement as specified immediately
17 above. Either the Owner or A-E may make a request for direct negotiations as an initial attempt
18 to resolve any claim, dispute, or other matter arising out of this Agreement. Direct negotiation
19 representatives of the parties shall be the Owner's designated representative and the A-E's
20 designated representative. Any requested Direct Negotiation will take place at the Project or at
21 a mutually agreeable location specified by the parties' designated representatives, and the direct
22 negotiations shall take place as soon as reasonably practical after the request for direct
23 negotiation. The parties shall negotiate in good faith in an effort to resolve the claim, dispute, or
24 other matter arising out of the Agreement. Each party shall document the results of the direct
25 negotiations and these documents shall be exchanged between the parties.
26

27 C. Mediation. The parties agree that all claims, disputes or controversies between the
28 parties arising out of or relating to this Agreement, or breach thereof and not resolved by direct
29 negotiation per Paragraph B hereinabove, shall initially be submitted to non-binding mediation
30 before a mediator mutually agreed upon by the parties. In the event the parties are unable to
31 agree upon the identity of the mediator within Fifteen (15) days from the date either party
32 submits a written request to mediate a claim, dispute or controversy, the mediator shall be
33 selected and the mediation administered under the Construction Mediation Rules of the
34 American Arbitration Association. The costs and fees of the mediator shall be paid equally by the
35 parties. The parties shall negotiate in good faith in an effort to reach an agreement with respect
36 to the claim, dispute or controversy. Neither party shall commence or pursue arbitration or
37 litigation until the Project is complete.
38

39 D. Arbitration: In the event that a claim remains unresolved after mediation, the claim may,
40 but need not be, decided by binding arbitration. The hearing in any arbitration or any judicial
41 proceeding shall be held in Colusa County.
42

1 E. It is expressly agreed that, except upon mutual agreement of the parties, no mediation,
2 arbitration or litigation shall be initiated prior to the completion of the Project or termination of
3 this Agreement, whichever is earlier.
4

5 F. Claim certification: A-E acknowledges that it has read and is familiar with the provisions
6 of the False Claims Act (California Government Code Section 12650 et seq.). Submission by A-E
7 of a claim (as the term "claim" is defined in the False Claims Act) to Owner in connection with the
8 Project, whether on its behalf or on behalf of a sub-consultant, shall constitute a representation
9 by A-E to Owner that submission of the claim does not in any respect violate the False Claims Act.
10 Any party with an interest in the claim, including any sub-consultant(s), shall certify under penalty
11 of perjury the validity and accuracy of any claim submitted to Owner, as provided below.
12 Compliance with this claim certification requirement shall be a condition precedent to any
13 obligation Owner might otherwise have to review the claim, and failure to provide such
14 certification shall constitute a waiver of the claim. The claim certification required by this
15 paragraph shall provide as follows:
16
17

18 CLAIM CERTIFICATION
19

20 Under penalty of perjury, and with specific reference to the California False Claims Act,
21 Government Code Section 12650, et seq., I certify that submission of the attached claim is made
22 in good faith; that the supporting data prepared by the undersigned company, or its - is accurate
23 and complete to the best of my knowledge and belief; that submission of the claim to Owner
24 does not violate the False Claims Act; and that I am duly authorized to certify the claim on behalf
25 of claimant.
26

27 Dated: _____

Company: Architectural Nexus, Inc.

28
29 _____
30 Signature

31 _____
32 Title
33
34

35 **ARTICLE 21. SUCCESSORS AND ASSIGNS**
36

37 It is mutually understood and agreed that this Agreement shall be binding upon Owner
38 and its successors, and assigns, and upon A-E, its partners, successors, executors, and
39 administrators. Neither this Agreement, nor any monies due or to become due hereunder, may
40 be assigned by A-E without the consent and approval of Owner, which consent and approval can
41 be withheld for any reason, or no reason, in Owner's absolute discretion.
42
43

1 **ARTICLE 22. INDEMNITY**
2

3 A. A-E shall, with respect to all work which is covered by or incidental to this Agreement,
4 defend, indemnify, and hold harmless Owner, its officers, directors and employees (collectively
5 "Owner"), from and against any and all liens, claims, suits, actions and judgments asserted by
6 firms or individuals claiming through A-E, and any claims, liability, loss, damage, costs, or
7 expenses, including reasonable attorneys' fees, expert's fees, awards, fines, or judgments,
8 relating to the death or bodily injury to persons, injury to property, design defects, or other loss,
9 damage, or expense to the extent that any of the above are contributed to or caused by the
10 negligent acts, errors or omissions of A-E. A-E's duty to defend shall not include the duty to
11 provide a defense but shall include paying Owner for all defense costs incurred by Owner for the
12 claims described herein to the extent that A-E committed professional negligence (errors and
13 omissions) in the performance of its duties under this Agreement. However, A-E shall not be
14 obligated under this Agreement to indemnify Owner to the extent that the damage is caused by
15 the negligence or willful misconduct of Owner or its agent or servants other than A-E.
16

17 B. A-E shall indemnify, defend, and hold Owner harmless against any claim, suit, or action,
18 or any alleged violation or infringement of patent rights, copyrights, or other intellectual property
19 rights which may be made against Owner by reason of A-E's use, in connection with or as a part
20 of the Project, of anything which is now or may hereafter be covered by patent, copyright,
21 trademark, or other intellectual property rights, and also against all expenses, including
22 attorneys' fees and expert witness' fees, which Owner may incur in defending or adjusting any
23 such claim, suit, or action.
24

25 C. Owner shall defend, indemnify and hold harmless A-E, its officers, directors, employees
26 and sub-consultants (collectively "A-E") from and against any and all claims, liability, loss,
27 damage, costs or expenses, including reasonable attorneys' fees, expert's fees, awards, fines or
28 judgments, to the extent caused by Owner's intentional acts or willful misconduct in the
29 performance of its obligations under this Agreement. Owner's duty to defend shall not include
30 the duty to provide a defense but shall include paying A-E for all defense costs incurred by A-E
31 for the claims described herein to the extent that Owner caused the injury and resulting damages
32 as a direct result of its intentional acts or willful misconduct. Owner shall not be obligated under
33 this Agreement to defend or indemnify A-E to the extent that the damage is caused by the
34 negligence or willful misconduct of A-E or its agents or servants.
35

36 D. A-E and Owner each agree to promptly serve notice on the other party of any claims
37 arising hereunder, and shall cooperate in the defense of any such claims.
38

39 E. The acceptance by Owner or its representatives of any certificate of insurance providing
40 for coverage of any kind shall in no event be deemed a waiver of any of the provisions of this
41 Article 22. None of the foregoing provisions shall deprive Owner or A-E of any action, right or
42 remedy otherwise available by law.
43

1
2 **ARTICLE 23. ADDITIONAL PROVISIONS**

3
4 Severability: In the event that any term or provision of this Agreement is held to be illegal,
5 invalid, or unenforceable, under applicable laws, regulations, or ordinances, such term or
6 provision shall be deemed severed from this Agreement and the remaining terms and provisions
7 shall continue in full force and effect.
8

9
10 **ARTICLE 24. FINGERPRINTING**

11
12 A. Education Code Section 45125.1 shall apply to the Project and this Agreement. The
13 Owner administrator initiating or responsible for this Agreement shall, pursuant to Section
14 45125.1 and Owner policy and guidelines, determine whether fingerprinting is required of A-E or
15 its employees. Once such determination is made, the administrator shall verify his/her
16 determination on the signature page of this Agreement. If the Administrator concludes
17 fingerprinting is required, the following shall apply:
18

19 1. The A-E shall, prior to commencement of work pursuant to this Agreement,
20 require any person affiliated with A-E (or, in appropriate cases, him or herself) to be
21 fingerprinted by the Department of Justice (DOJ) if that person will have unsupervised
22 access to occupied school campuses where children will be present. This provision
23 extends to all consultants hired by A-E that will have unsupervised access to occupied
24 school campuses. Upon verification from DOJ that those persons fingerprinted have no
25 record of a serious or violent felony as defined in Section 45122.1 of the California
26 Education Code, A-E will so certify by signing and submitting the A-E Certification included
27 herein as Exhibit E. In addition, A-E shall submit the names of those persons who have
28 received clearance and are authorized to have unsupervised access to school campuses
29 on a form as indicated in Exhibit E. A-E must contact the Owner regarding appropriate
30 access for those persons not cleared by DOJ for reasons other than a violent or serious
31 felony. In such case, A-E shall make arrangements with Owner for appropriate access.
32 No person with a violent or serious felony as reported by DOJ may have access to the
33 school campuses or provide any Services under this Agreement.
34

35 2. Failure to comply with this provision shall constitute grounds for termination of
36 this Agreement.
37
38

39 **ARTICLE 25. ENTIRE AGREEMENT**

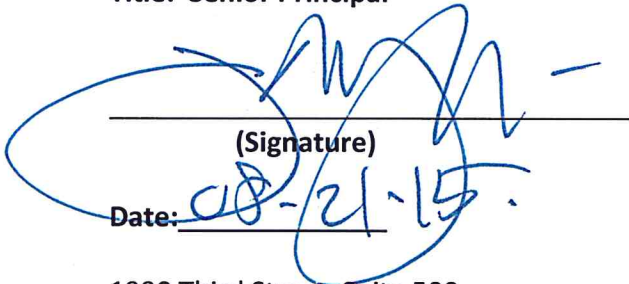
40
41 A. Neither amendments to nor modifications of this Agreement shall be effective unless
42 signed by officials of A-E and Owner having authority equal to or greater than that of the officials

1 signing this Agreement. Owner and A-E hereby agree to the full performance of the covenants
2 contained herein.

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Architectural Nexus, Inc.

By: Joseph Yee, AIA
Title: Senior Principal



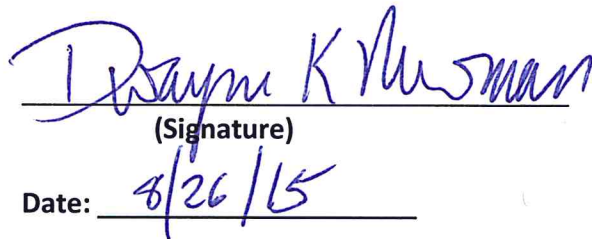
(Signature)
Date: 08-21-15

1990 Third Street, Suite 500
Sacramento, CA 95811

Tax ID # 870537015

Colusa Unified School District

By: Mr. Dwayne Newman
District Superintendent



(Signature)
Date: 8/26/15

745 Tenth Street
Colusa, CA 95932

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11

Board Approval Date: August 25, 2015

Department of Justice (DOJ) Fingerprinting: Required

EXHIBIT A
CONSTRUCTION BUDGET, PROJECT SCHEDULE AND A-E FEES
AGREEMENT
BETWEEN
COLUSA UNIFIED SCHOOL DISTRICT AND ARCHITECTURAL NEXUS, INC.
FOR
BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING REPLACEMENT PROJECT
A-E SERVICES

Construction Budget: \$933,000

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 – 9/16/15

- Start of Schematic Design Phase – 8/26/15
- Schematic Design submittal – 9/9/15
- Schematic Design review conference call – 9/16/15

Design Development Phase: 9/17/15 – 10/7/15

- Start of Design Development Phase – 9/17/15
- Design Development submittal – 9/30/15
- Design Development review meeting – 10/7/15

Construction Document Phase: 9/30/15 – 11/3/15

- 50% Construction Document submittal – 9/30/15
- 50% Construction Document Review Meeting – 10/7/15
- 100% Construction Document submittal – 10/21/15
- 100% Construction Document, Constructability Meeting – 10/28/15

Projected Agency Approval Phase: 11/4/15 – 2/24/16

- DSA Submittal – 11/4/15

- Receive DSA review comments* - 11/5/15 – 1/27/16
- DSA Back Check Comment Response – 1/28/16 – 2/23/16
- DSA Back Check Meetings* – Not required
- DSA Approval* – 2/24/16
- Receive DSA approved plans and approval letter* - 3/2/16

Bid and Award Phase: 2/25/16 – 4/6/16

- Project out-to-bid – 2/25/16
- Bids Due – 4/5/16
- Board Meeting to Approve Construction Contract – 4/26/16

Construction Phase: 4/27/16 – 8/12/16

- Contractor Notice to Proceed – 4/27/16
- Pre-construction submittals – 5/15/16
- Mobilization – 6/3/16
- Start of Construction – 6/6/16
- Substantial Completion – 7/29/16
- Final Completion / Owner Occupancy – 8/12/16

Project Close Out: 8/15/16 – 11/4/16

- Construction Contract Closeout Submittals Due – 8/19/16
- Construction Contract Closeout Submittals Review Complete – 8/26/16
- Submit required documents from AE to DSA – 10/8/16
- DSA Project Certification* - 11/4/16

** Agency review times are an estimate and will vary. Actual review times will result in an adjustment to the subsequent dates based on the indicated durations without need to prepare a formal Amendment to this Agreement.*

A-E Fees:

- A. The Total Fee is not-to-exceed Seventy-eight Thousand and NO/Dollars (\$78,000.00) 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 Seventy-seven Thousand and NO/Dollars (\$77,000.00). Following is the allocation of the Total Fixed Fee as described in Article 12:
 - 1. Compensation for Basic Services: The Owner shall compensate A-E for performing the, as follows:
 - a. 15% of Fixed Fee or \$11,550.00 for Schematic Design Phase.
 - b. 20% of Fixed Fee or \$15,400.00 for Design Development Phase.
 - c. 25% of Fixed Fee or \$19,250.00 for DSA submission.
 - d. 5% of Fixed Fee or \$3,850.00 for completion of 100% CD
 - e. 5% of Fixed Fee or \$3,850.00 for incorporation of review comments
 - f. 5% of Fixed Fee or \$3,850.00 for Bid and Award Phase
 - g. 20% of Fixed Fee or \$15,400.00 for Construction Phase
 - h. 5% of Fixed Fee or \$3,850.00 for Closeout Phase

- C. The Total Reimbursable Allowance not-to-exceed One Thousand and NO/100 (\$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 No charge
 - b. Reimbursable Expense Allowance \$1,000

- 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
BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING 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.

<u>Position/Name of Individual</u>	<u>Hourly Rate Cost/Hour from A-E</u>
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 ARCHITECTURAL NEXUS, INC.
FOR
BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING 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
- **Capital Engineering Consultants, Inc.**
Mike Minge, Principal
- **The Engineering Enterprise, Electrical Engineers**
Leonard King, Principal
- **Warren Consulting Engineers, Surveyors, Civil Engineers**
George Warren, Principal
- **Wallace Kuhl & Associates, Geotechnical Engineers**
Stephen French, Senior Engineer
- **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

BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING 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 Annex and Ford Building student restrooms per current code requirements.
- Replace the existing asphalt hard courts and address drainage issues.
- Locate a District-procured portable classroom with a pre-fabricated metal wheelchair accessible ramp, on the south side of the west playground. Building shall be located such that it avoids the existing storm drain lines, catch basin and leach well.
- Foundation shall be preservative pressure-treated wood on native soil. A/E shall initiate a request for waiver of durability requirements for permanent foundations at the time the application for plan approval is filed.
- Provide low voltage infrastructure to the portable classroom from the existing campus-wide low voltage infrastructure and distribute within the building per the District's requirements.
- Provide electrical and low voltage infrastructure for two future portable classrooms adjacent to the new portable.
- Provide an accessible path of travel as required.
- Remove the (4) existing trees on the south side of the Ford Building.
- 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 being designed by others.
- Coordinate services of topographic surveyor and geotechnical engineer.

Schematic Design Phase

1. Develop and establish programmatic and spatial needs for the Project based on the CUSD's Educational Specifications, Design Standards and Facilities Master Plan and other related documents.
2. Based on the approved conceptual plan / program, develop studies and evaluations, site plans, elevations, building sections, and computer generated 3-D studies based on functional relationships, and other documentation in sufficient detail to illustrate the scale and relationship of Project components.
3. Develop solutions for architectural, mechanical, electrical, plumbing, civil, landscape, and equipment in order to establish building form, wall locations, furniture and equipment layout, types and qualities of finishes and materials leading to a recommended solution.
4. Provide detailed narratives, outline specifications, and conceptual plans defining the building's structural, mechanical, plumbing, and electrical systems, and civil and landscape design with sufficient detail to provide a complete understanding of the building's design and infrastructure.
5. Provide for considerations of alternative materials and CHPS requirements.
6. Establish and define off-site improvements, utility service upgrades and verification of connection points.
7. Obtain preliminary review and approvals with DSA and other agencies.
8. Verify if existing concealed conditions need to be further exposed for validation and coordination.
9. Update overall project schedule for completion of the project through construction and closeout phase.
10. Attend meetings with CUSD stakeholders, consultants and community members, and provide meeting materials, such as boards and PowerPoint presentations, as needed.

Design Development Phase

11. 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.
12. 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.
13. Meet with CUSD, site staff and governing agencies, as required.
14. At 100% Design Development completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents
15. At 100% Design Development completion, submit documents to CUSD for review and approval.

Construction Documents Phase

16. 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).

17. Documents shall show all work to be done, as well as the materials, workmanship, finishes, and equipment required for the Project.
18. Documents shall be properly coordinated including, but not limited to, the various disciplines, dimensions, terminology, details, etc.
19. At 50% and 100% Construction Document completion, submit documents for constructability review and incorporate mutually agreed-to revisions and comments into the documents.
20. At 50% and 100% Construction Document completion, submit documents to District for review and approval.
21. Meet with CUSD, site staff and governing agencies, as required.

Contract Award Phase

22. Assist CUSD in preparing, reviewing and finalizing the bid documents.
23. Assist the CUSD in the evaluation of bids.

Construction Phase

24. Make punch-list observation and issue certificate of completion and final certificate for payment.
25. 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

BURCHFIELD PRIMARY SCHOOL ADA RESTROOM AND PAVING 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., 1attached 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 _____, in _____, California.

(Seal of business)

By: _____
Joseph Yee, AIA

Date

Colusa Unified School District
Personnel Assignment Order
2015-2016 #2

EMPLOYMENT, RESIGNATIONS, AND OTHER

CERTIFICATED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Status</u>	<u>Salary</u>	<u>Date</u>
Megan Zwald	CHS Math	Provisional Internship Permit	\$46,280	8/17/2015

Retirement:

Resignation:

Leaves:

Terminated:

Non-Reelection:

Transfers:

(Requests approved by Superintendent)

CLASSIFIED

Employment / Appointments:

<u>Name</u>	<u>Position</u>	<u>Date</u>
Stephanie Ponciano	Café Sub	8/17/2015
Sonia Bedolla	Café Sub	8/17/2015
Jennifer Bacon	Café Sub	8/17/2015
Alyssa Penhall	BPS Paraeducator	8/17/2015
Luisana Rangel	BPS Paraeducator	8/17/2015
Angela Hammock	BPS Paraeducator	8/17/2015
Ann Amsden	BPS Paraeducator	8/17/2015
Elia Saavedra	BPS Paraeducator	8/17/2015

Leaves:

Resignation:

Retirement:

Increase of Hours:

Job transfer:

Termination: