

**VISION:**  
Every student will achieve their highest educational goals.

**MOTTO:**  
Students First!

**Pierce Joint Unified School District**  
**540A 6<sup>th</sup> Street**  
**P.O. Box 239**  
**Arbuckle CA 95912**  
**(530) 476-2892 \* (530) 476-2289 Fax**

**MISSION:**  
The Pierce Joint Unified School District is committed to provide a highly qualified staff in a safe and healthy learning environment. Parents and community members are partners in our education community.

**BOARD OF TRUSTEES REGULAR MEETING**  
**PIERCE JOINT UNIFIED SCHOOL DISTRICT TECHNOLOGY BUILDING**  
**940A WILDWOOD RD, ARBUCKLE CA 95912**  
**THURSDAY JANUARY 17, 2019 5:00 p.m.**

**AGENDA**

**Governing Board**

Nadine High, President

George Green, Vice President

Amy Charter, Board Clerk

Abel Gomez, Member

Barbara Bair, Member

Documents provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 540A 6<sup>th</sup> Street, Arbuckle CA 95912, during normal business hours.

**Message from the Board President:**

This meeting is being recorded and may capture sounds of those attending the meeting.

- 1. **CALL TO ORDER**  
A. *Pledge of Allegiance*
- 2. **APPROVAL OF AGENDA** ACTION
- 3. **HEARING OF THE PUBLIC**  
(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)
- 4. **PHS Student Body Representative Report**
- 5. **Staff Development Trainings Presentation** INFORMATION
- 6. **PRINCIPAL’S REPORTS** INFORMATION  
A. Arbuckle Elementary School/Grand Island Elementary School  
B. Lloyd G. Johnson Junior High School  
C. Pierce High School/Arbuckle Alternative High School
- 7. **REPORTS:** INFORMATION/  
DISCUSSION  
A. Facilities Report  
B. Transportation Report  
C. P-1 Attendance Report  
**D. Williams Uniform Complaint Quarterly Report – 2<sup>nd</sup> Quarter 2018/19**

- 2018/19 Board Goals:
- 1. Pierce Joint Unified School District students will graduate high school college and career ready.
  - 2. Pierce Joint Unified School District students will feel a sense of connectedness academically, socially, and physically in their schools.
  - 3. Pierce Joint Unified School District will engage families and members of the greater school community as educational partners.



- E. Discipline Report – 2<sup>nd</sup> Quarter 2018/19**
- F. Citizens’ Bond Oversight Committee Meeting Minutes Report**
- G. Academic Grade Report – PHS
- H. ASB Sash Request for Graduation

- |     |   |             |
|-----|---|-------------|
| 8.  | PJUEA (Pierce Joint Unified Educators Association) Report   | INFORMATION |
| 9.  | CSEA (California School Employees Association) Report   | INFORMATION |
| 10. | Consider and approve <b>School Accountability Report Card</b> for:<br><b>A. Arbuckle Elementary School</b> <b>D. Pierce High School</b><br><b>B. Grand Island Elementary School</b> <b>E. Arbuckle Alternative High School</b><br><b>C. Lloyd G. Johnson Junior High School</b> | ACTION      |
| 11. | Consider and approve <b>2019/20 Pierce Joint Unified School District Attendance Calendar</b>  | ACTION      |
| 12. | Consider and approve <b>2019/20 Pierce Joint Unified School District Student Calendar</b>   | ACTION      |
| 13. | Consider and approve <b>ASES Program Plan</b>   | ACTION      |
| 14. | Consider and approve <b>Maintenance and Operations Manager Job Description</b>  | ACTION      |
| 15. | Consider and approve <b>Classified Management Salary Schedule</b>   | ACTION      |
| 16. | Consider and approve <b>Director of Facilities and Capital Projects Job Description</b>   | ACTION      |
| 17. | Consider and approve <b>Director of Facilities and Capital Projects Salary Schedule</b>   | ACTION      |
| 18. | Consider and approve <b>Form J-13A Request for Allowance of Attendance Due to Emergency Conditions</b>  | ACTION      |
| 19. | Consider and approve <b>Resolution #18/19 – 17: Resolution Authorizing Application to the Director of Industrial Relations, State of California for a Certificate of Consent to Self-Insure Workers’ Compensation Liabilities</b>   | ACTION      |
| 20. | Consider and approve <b>Resolution #18/19 – 18: Resolution of the District of Pierce Joint Unified School District Authorizing Participation in Tri-County Schools Insurance Group Workers’ Compensation Program</b>  | ACTION      |
| 21. | Consider and approve Consent Agenda:<br><b>A. Minutes of December 13, 2018 Regular Board Meeting</b><br><b>B. Minutes of December 13, 2018 Special Board Meeting</b><br><b>C. Warrant List for December 2018</b>  | ACTION      |

D. Interdistrict Transfers:

1. Transferring **OUT** for the **2018/19** School Year:
  - a. One (1) Student to Galt CA (new)
  - b. Two (2) Students to Esparto CA (new)
2. Transferring **OUT** for the **2019/20** School Year:
  - a. Four (4) Students to Woodland CA (continuing)
3. Transferring **IN** for the **2019/20** School Year:
  - a. One Student from Williams CA (continuing)

E. Donations:

1. Music Program:
  - a. Frank Alonso Farms, Inc.
  - b. Lions Club of Colusa
  - c. County Line Farming Co., Inc.
  - d. Mike Shahan Construction
  - e. California Family Foods
  - f. Ramos & Kley Ranches, LLC

F. Contracts:

- 1. Agreement with JM Insulation for Insulation Work at PHS Weight Room**
- 2. Agreement with Empire Drywall for Installation of Dry Wall at PHS Weight Room**
- 3. Agreement with Warren Asbestos for Removal of Misc. Asbestos Pipe Lagging at PHS Weight Room**
- 4. Agreement with Promaxima for Installation of New Rubber Floor Matting at PHS Weight Room**
- 5. Agreement with Horizon Brothers Restoration for Painting of Interior of PHS Weight Room**
- 6. Agreement with Eagle Architects for Design Services for Keyboarding, Ag Floral and Music Classroom Renovations at PHS**
- 7. Agreement with Eagle Architects for Design Services for ADA Ramp, Restrooms and Fire Alarm Modifications to Main Building at PHS**
- 8. Agreement with Promaxima for Weight Room Equipment at PHS**

22. BOARD POLICIES:

ACTION

A. SECOND READING:

- 1. BP 3290 – Gifts, Grants, and Bequests**

23. BOARD POLICIES:

FIRST  
READING/  
POSSIBLE  
ACTION

A. FIRST READING:

- 1. BP/AR 0420 – School Plans/Site Councils**
- 2. BP/AR 0450 – Comprehensive Safety Plans**
- 3. BP/AR 0460 – Local Control and Accountability Plan**
- 4. AR 1220 – Citizens Advisory Committees**
- 5. AR 3311.1 – Uniform Public Construction Cost Accounting Procedures**
- 6. AR 3543 – Transportation Safety and Emergencies**
- 7. AR 4200 – Classified Personnel**
- 8. AR 5113 – Absences and Excuses**
- 9. AR 51312.41 – Use of Seclusion and Restraint**

- 10. BP/AR 5141.52 – Suicide Prevention**
- 11. BP/AR 5144 - Discipline**
- 12. BP 5146 – Married/Pregnant/Parenting Students**
- 13. BP 6146.1 – Graduation Requirements**
- 14. AR 6173.2 – Education of Children of Military Families**
- 15. BP/AR 6175 – Migrant Education Program**
- 16. AR 6183 – Home and Hospital Instruction**
- 17. BB 9322 – Agenda/Meeting Materials**
- 18. BB 9324 – Minutes and Recordings**

24. Items to be agendized for the next regular meeting:

25. Superintendent’s Report

26. Board President Report

27. CLOSED SESSION:

**ACTION**

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

<b>Certification</b>	<b>Position</b>	<b>Status</b>
Classified	Substitute Custodian	Hiring
Classified	Substitute Groundswoker	Hiring
Classified	Substitute Bus Driver	Hiring
Classified	After School Program Site Lead – JJH	Hiring
Classified	Bus Driver	Resignation

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

28. OPEN SESSION - REPORT ACTION TAKEN IN CLOSED SESSION:

**ACTION**

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

<b>Certification</b>	<b>Position</b>	<b>Status</b>
Classified	Substitute Custodian	Hiring
Classified	Substitute Groundswoker	Hiring
Classified	Substitute Bus Driver	Hiring
Classified	After School Program Site Lead – JJH	Hiring
Classified	Bus Driver	Resignation

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

29. Adjourn

In compliance with the American with Disabilities Act, if you need special assistance to access the Board meeting room or to otherwise participate at this meeting, including auxiliary aids or services, please contact our office at (530) 476-2892 x13000. Notification at least 48 hours prior to the meeting will enable the office to make reasonable arrangements to ensure accessibility to the Board meeting. (Government Code § 54954.2)

**WILLIAMS UNIFORM COMPLAINT PROCEDURE**  
**QUARTERLY REPORT**  
**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**October 1, 2018 - December 31, 2018**

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

No complaints have been received this quarter.

The following complaints have been received this quarter.

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

Complaints have been received regarding insufficient instructional materials.

District Resolutions:

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

Complaints have been received regarding insufficient textbooks.

District Resolutions:

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

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

District Resolutions:

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

Complaints have been received regarding unqualified teachers.

District Resolutions:

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

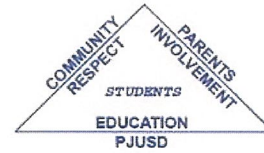
\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



# Pierce Joint Unified School District

P.O. Box 239 • Arbuckle CA 95912 • (530) 476-2892 • Fax (530) 476-2289



Carol Geyer, Superintendent

Pierce Joint Unified School District  
Citizens' Bond Oversight Committee for Measure B  
December 10, 2018  
IT Building

1. Meeting was called to order at 8:33 a.m. by chair, Michael Doherty
2. Roll call of committee members – present: Michael Doherty, Barbara Scheimer, Chuck Wayman, Joh Lauwerijssen, Edella Maldonado, Valerie Ehrke, George Parker, Daena Meras, Jesse Deol, Carol Geyer; absent: Ellen Voorhees (called earlier in the week saying she had a conflict)
3. Pledge of Allegiance was led by Chuck Wayman
4. A motion was made by Edella Maldonado and seconded by Barbara Scheimer to approve the agenda. Voting Aye: Barbara Scheimer, Edella Maldonado, Chuck Wayman, Joh Lauwerijssen, Michael Doherty; absent: Valerie Ehrke and Ellen Voorhees
5. Community Input/Presentations/Public Hearing: No one from the public spoke
6. A motion was made by Barbara Scheimer and seconded by Edella Maldonado to approve the minutes from the September 10, 2018 meeting. Voting Aye: Barbara Scheimer, Edella Maldonado, Chuck Wayman, Joh Lauwerijssen, Michael Doherty, Valerie Ehrke; Absent: Ellen Voorhees
7. a. Quarterly Progress Report – George Parker went through the written Executive Summary he had prepared and distributed to the committee members. He referenced **Attachment E** that listed the Architectural Engineering Services of 10 companies the board of trustees has previously approved. He talked about the revised budgets being escalated by 7%. Information regarding the new classroom construction at AES was part of the report as was the stadium bleacher project at PHS. Contracts and procurement services were listed in the summary.  
  
b. Program Budget Summary Report – George Parker drew the committee's attention to the Cost Summary spreadsheet and went through those figures presented.  
  
c. Independent Auditor's Annual Report – Jesse Deol from James Marta presented to the committee on the audit report that went through the fiscal year ending June 30, 2018. He explained how his company tests controls and transactions to ensure the district is compiling with bond language in terms of the money being spent. He reported that the district had no findings. Daena Meras explained the process the district utilizes to hire an outside auditor.  
  
d. Program Update Matrix – George presented the Project Matrix to the committee which showed the completion of the MPR building at PHS. He brought attention to each of the stages the projects were in explaining that some of the projects may just get to the design stage until funding is released from the state. He reminded the committee that the district applied for a CTE Facilities Grant for agriculture. In the Program Matrix is the District's set-aside matching portion if that grant is awarded to the district.
8. Future Business – George distributed the locker room design and how it has changed from tearing down the old portion and building brand new to remodeling the current locker room and adding on a new addition. This change will save money as well as provide for 1,100 additional square feet in the facility.

The next COC meeting will be March 11, 2019 at AES Library which will include a tour of the new 8 classroom AES building.

Board of Trustees: Nadine High • George Green • Amy Charter • Abel Gomez • Barbara Bair  
*President Vice-President Clerk Member Member*



9. A motion was made by Chuck Wayman and seconded by Joh Lauwerijssen to adjourn the meeting. Voting Aye: Barbara Scheimer, Edella Maldonado, Chuck Wayman, Joh Lauwerijssen, Michael Doherty, Valerie Ehrke; Absent: Ellen Voorhees. Meeting was adjourned at 9:15 a.m. by chairman Michael Doherty

DRAFT

## Arbuckle Elementary

### School Accountability Report Card Reported Using Data from the 2017—18 School Year California Department of Education

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

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

### DataQuest

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

### Internet Access

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



### Summer Shadley

Principal, Arbuckle Elementary

### About Our School

At AES we take pride in providing your student with the highest quality education that is rigorous, relevant and built on the foundation of relationships and kindness. I strongly believe that a quality education must focus on the whole child and that is an extremely large focus here at AES. Kindness is key.

In addition to having high academic standards for our students we also strive to promote good values and character education. This year I am excited that AES will continue to be a part of The Great Kindness Challenge. In order to have students that are well rounded we must teach good values and positive character traits. The Great Kindness Challenge will be a platform for continuing and focusing on our character education. We continue to have our Character Matters Assemblies (CMA's) Friday mornings from 8:30-9:00. At these assemblies students will learn about character education, participate in singing, and be recognized for their reading counts and math star awards.

AES operates a school store for students as a positive behavior intervention program. Every day students will have opportunities to earn "Bulldog Bucks" these dollars can be used to buy items from the school store, which is open on Fridays. We hope to promote positive behavior and reward students who work hard and are contributing citizens on our campus.

Our school community is dedicated to providing our students with a well-rounded educational experience and I am confident that we will experience another positive and enriching school year!

### Contact

Arbuckle Elementary  
701 Hall St.  
Arbuckle, CA 95912-0100

Phone: 530-476-2522  
E-mail: [sshadley@perce.k12.ca.us](mailto:sshadley@perce.k12.ca.us)

## About This School

### Contact Information (School Year 2018—19)

District Contact Information (School Year 2018—19)	
<b>District Name</b>	Pierce Joint Unified
<b>Phone Number</b>	(530) 476-2892
<b>Superintendent</b>	Carol Geyer
<b>E-mail Address</b>	<a href="mailto:cgeyer@pierce.k12.ca.us">cgeyer@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="http://www.pierce.k12.ca.us">www.pierce.k12.ca.us</a>

School Contact Information (School Year 2018—19)	
<b>School Name</b>	Arbuckle Elementary
<b>Street</b>	701 Hall St.
<b>City, State, Zip</b>	Arbuckle, Ca, 95912-0100
<b>Phone Number</b>	530-476-2522
<b>Principal</b>	Summer Shadley
<b>E-mail Address</b>	<a href="mailto:sshadley@pierce.k12.ca.us">sshadley@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="https://aes.pierce.k12.ca.us/">https://aes.pierce.k12.ca.us/</a>
<b>County-District-School (CDS) Code</b>	06616146003511

*Last updated: 12/13/2018*

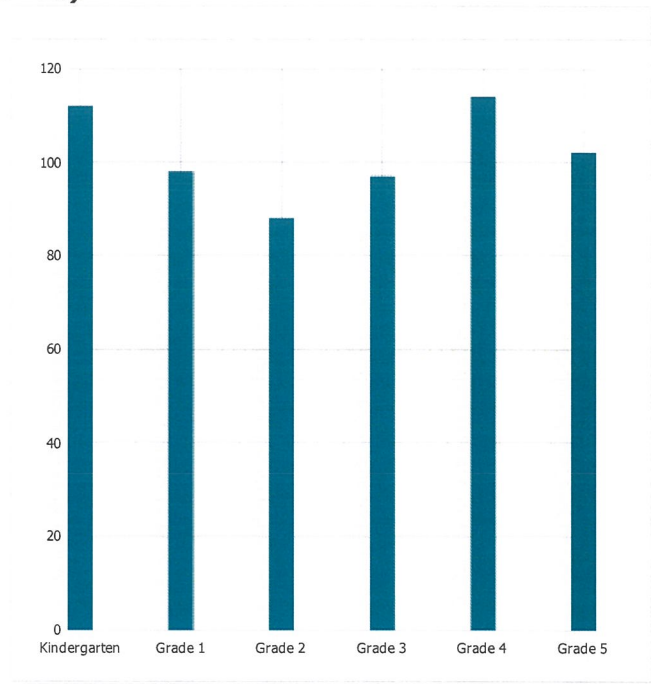
### School Description and Mission Statement (School Year 2018—19)

Arbuckle Elementary School is a school of character. The goal of our school is to provide each student with a challenging and rigorous curriculum appropriate to his/her academic level in a safe learning environment. With parents and teachers working together as a team towards the same goal, every child will succeed. In order to give each child the best opportunity for success, we keep the vision of "Students First" in all that we do. If we accept and make the pledge to keep children first, then it follows that education becomes our number one priority. A school-community with those two concepts as our core values will stand willing and able to do what is needed for educating the children.

*Last updated: 12/13/2018*

### Student Enrollment by Grade Level (School Year 2017—18)

Grade Level	Number of Students
Kindergarten	112
Grade 1	98
Grade 2	88
Grade 3	97
Grade 4	114
Grade 5	102
<b>Total Enrollment</b>	<b>611</b>



Last updated: 12/11/2018

### Student Enrollment by Student Group (School Year 2017—18)

Student Group	Percent of Total Enrollment
Black or African American	0.5 %
American Indian or Alaska Native	%
Asian	0.7 %
Filipino	0.2 %
Hispanic or Latino	77.7 %
Native Hawaiian or Pacific Islander	%
White	18.0 %
Two or More Races	1.8 %
Other	1.1 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	74.8 %
English Learners	54.7 %
Students with Disabilities	7.9 %
Foster Youth	1.0 %

## A. Conditions of Learning

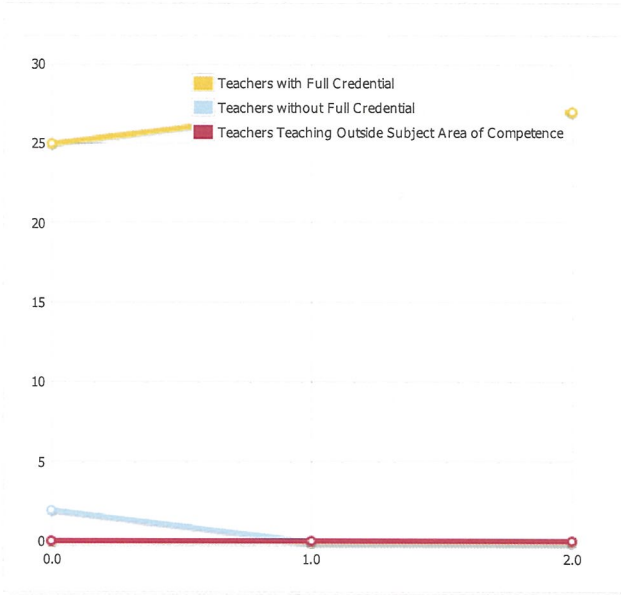
### State Priority: Basic

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

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

#### Teacher Credentials

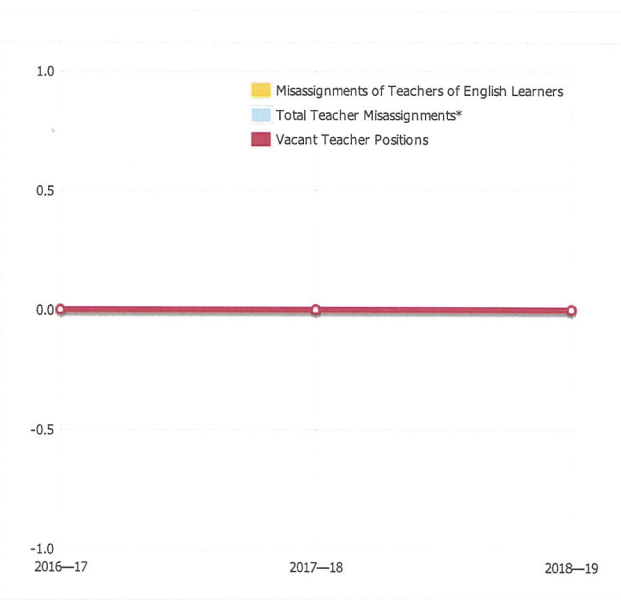
Teachers	School 2016—17	School 2017—18	School 2018—19	District 2018—19
With Full Credential	25	27	27	70
Without Full Credential	2	0	0	3
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	3



Last updated: 12/13/2018

#### Teacher Misassignments and Vacant Teacher Positions

Indicator	2016—17	2017—18	2018—19
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



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

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

Last updated: 12/13/2018

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2018–19)**

Year and month in which the data were collected: December 2018

<b>Subject</b>	<b>Textbooks and Instructional Materials/year of Adoption</b>	<b>From Most Recent Adoption?</b>	<b>Percent Students Lacking Own Assigned Copy</b>
Reading/Language Arts	McMillan McGraw Hill- CA Wonders ELA/ELD	Yes	0.0 %
Mathematics	Houghton Mifflin/Harcourt- Go Math	Yes	0.0 %
Science	Houghton Mifflin –Science California	No	0.0 %
History-Social Science	Scott Foresman History-Social Science for California 2006	No	0.0 %
Foreign Language			0.0 %
Health			0.0 %
Visual and Performing Arts			0.0 %
Science Lab Eqmpt (Grades 9-12)	N/A	N/A	0.0 %

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

*Last updated: 12/13/2018*

## School Facility Conditions and Planned Improvements

1. Annual FIT inspection dated 6/25/18 indicated an overall campus average of 83.21% (FAIR Rating) on the scale of 0%-100%. Fifteen categories were evaluated with noted deficiencies noted in all but six categories. The types of deficiencies ranged from ADA compliance issues, pest management and mechanical HVAC system problems. Minor roof failures were also identified as problems.

2. Recent changes to classroom locations (portables 20-29) have corrected ADA access and Fire Alarm deficiencies. Changes to current pest management processes has reduced the frequency of reported pest infestation in all areas of the school. During the summer of 2018, complete roof replacement of Bldg. 300 & Office areas, including relocatable classrooms 23 & 24. Older and non-functioning mechanical HVAC units will be replaced this winter break to correct issues with heating and cooling in the multi-purpose bldg.

3. New hydration stations are needed to ensure ADA compliance and access by all students. Older drinking fountain units are failing due to repeated use and vandalism.

*Last updated: 12/11/2018*

## School Facility Good Repair Status

Year and month of the most recent FIT report: June 2018

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Fair	HVAC units installed in 2018 on buildings 100, 200, 400, 500 and relocatables 17-30 and the library.  HVAC system needs replaced in building 300 and is scheduled for winter 2018.  Shut of valve at gas riser in building 600 needs repaired.
<b>Interior:</b> Interior Surfaces	Poor	Interior surfaces need painting in relocatables 17-30 and library.
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Poor	Pest management needed at UG utility boxes.  Continue pest management in kitchen
<b>Electrical:</b> Electrical	Good	New electrical installed in relocatables 17-30 in 2018.
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Poor	TK restroom needs refreshing. All drinking fountains need to be updated for ADA compliance.
<b>Safety:</b> Fire Safety, Hazardous Materials	Poor	Fire alarm system needs updated in buildings 100, 200, 300, 400, 500 and 600.
<b>Structural:</b> Structural Damage, Roofs	Good	Relocatable roofs beginning to develop minor leaks and will be monitored and repaired as needed.
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	AC pavement needs re-surfacing at gutters/curbs.

## Overall Facility Rate

Year and month of the most recent FIT report: June 2018

Overall Rating	Fair
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*Last updated: 12/11/2018*

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

#### CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016—17	School 2017—18	District 2016—17	District 2017—18	State 2016—17	State 2017—18
English Language Arts / Literacy (grades 3-8 and 11)	32.0%	44.0%	35.0%	39.0%	48.0%	50.0%
Mathematics (grades 3-8 and 11)	33.0%	41.0%	28.0%	30.0%	37.0%	38.0%

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

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 12/11/2018*



### CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2017–18)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	309	301	97.41%	44.19%
Male	143	138	96.50%	37.68%
Female	166	163	98.19%	49.69%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian	--	--	--	
Filipino				
Hispanic or Latino	241	234	97.10%	42.31%
Native Hawaiian or Pacific Islander	--	--	--	
White	55	54	98.18%	55.56%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	245	240	97.96%	40.42%
English Learners	201	197	98.01%	39.09%
Students with Disabilities	24	24	100.00%	4.17%
Students Receiving Migrant Education Services	17	15	88.24%	26.67%
Foster Youth	--	--	--	

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 12/11/2018*

### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2017—18)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	311	305	98.07%	40.98%
Male	145	141	97.24%	38.30%
Female	166	164	98.80%	43.29%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian	--	--	--	
Filipino				
Hispanic or Latino	243	238	97.94%	37.39%
Native Hawaiian or Pacific Islander	--	--	--	
White	55	54	98.18%	53.70%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	246	244	99.19%	37.30%
English Learners	203	200	98.52%	34.50%
Students with Disabilities	26	24	92.31%	12.50%
Students Receiving Migrant Education Services	17	17	100.00%	29.41%
Foster Youth	--	--	--	

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 12/11/2018*

**CAASPP Test Results in Science for All Students  
Grades Five, Eight and High School  
Percentage of Students Meeting or Exceeding the State Standard**

<b>Subject</b>	<b>School 2016–17</b>	<b>School 2017–18</b>	<b>District 2016–17</b>	<b>District 2017–18</b>	<b>State 2016–17</b>	<b>State 2017–18</b>
Science (grades 5, 8, and high school)	N/A	N/A	N/A	N/A	N/A	N/A

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

Note: The 2016–17 and 2017–18 data are not available. The CDE is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was pilot-tested in spring 2017 and field-tested in spring 2018. The CAST will be administered operationally during the 2018–19 school year. The CAA for Science was pilot-tested for two years (i.e., 2016–17 and 2017–18) and the CAA for Science will be field-tested in 2018–19.

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated on both assessments.

*Last updated: 12/11/2018*

## State Priority: Other Pupil Outcomes

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

- Pupil outcomes in the subject area of physical education

### California Physical Fitness Test Results (School Year 2017—18)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	31.1%	10.7%	0.0%

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

*Last updated: 1/9/2019*

## C. Engagement

### State Priority: Parental Involvement

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

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

#### **Opportunities for Parental Involvement (School Year 2018—19)**

We have many opportunities for parents to become involved such as: classroom volunteers, parents' club, School Site Council, English Learner Advisory Committee, attending parent conferences, family nights, and parent workshops. Please call Summer Shadley at (530) 476-2522 for details on how to volunteer your time.

# State Priority: Pupil Engagement

Last updated: 12/11/2018

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

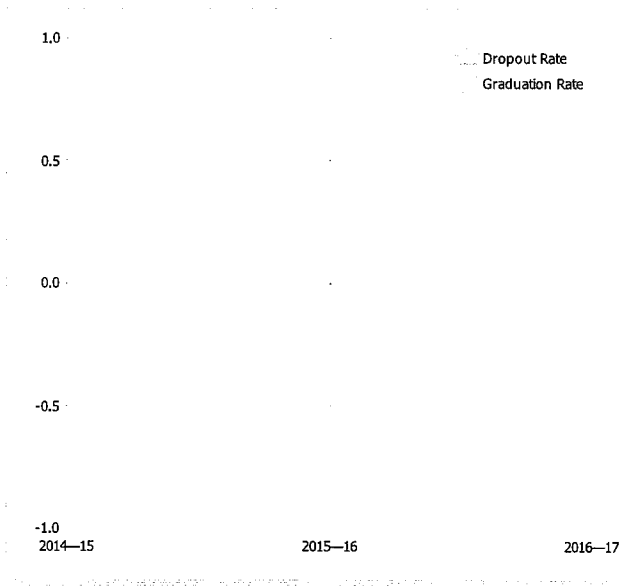
- High school dropout rates; and
- High school graduation rates

## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2014–15	School 2015–16	District 2014–15	District 2015–16	State 2014–15	State 2015–16
Dropout Rate	--	--	1.2%	4.1%	10.7%	9.7%
Graduation Rate	--	--	98.8%	95.1%	82.3%	83.8%

Indicator	School 2016–17	District 2016–17	State 2016–17
Dropout Rate	--	1.8%	9.1%
Graduation Rate	--	94.5%	82.7%

### Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



For the formula to calculate the 2016–17 adjusted cohort graduation rate, see the 2017–18 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

Last updated: 12/11/2018

### Completion of High School Graduation Requirements - Graduating Class of 2017 (One-Year Rate)

Student Group	School	District	State
All Students	--	--	--
Black or African American	--	--	--
American Indian or Alaska Native	--	--	--
Asian	--	--	--
Filipino	--	--	--
Hispanic or Latino	--	--	--
Native Hawaiian or Pacific Islander	--	--	--
White	--	--	--
Two or More Races	--	--	--
Socioeconomically Disadvantaged	--	--	--
English Learners	--	--	--
Students with Disabilities	--	--	--
Foster Youth	--	--	--

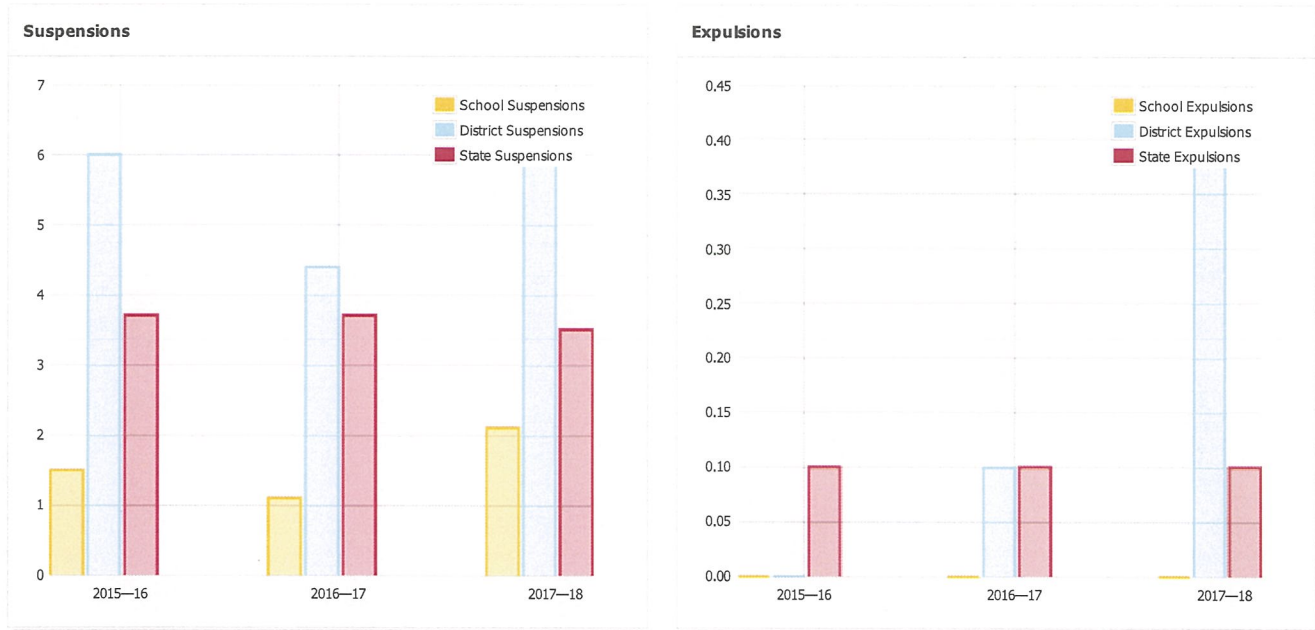
# State Priority: School Climate

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

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

## Suspensions and Expulsions

	School	School	School	District	District	District	State	State	State
Rate	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18
Suspensions	1.5%	1.1%	2.1%	6.0%	4.4%	6.3%	3.7%	3.7%	3.5%
Expulsions	0.0%	0.0%	0.0%	0.0%	0.1%	0.4%	0.1%	0.1%	0.1%



Last updated: 12/11/2018

## School Safety Plan (School Year 2018—19)

Regular fire, earthquake and intruder drills are conducted and logged through Raptor. The School Safety Plan is reviewed twice a year by staff at the school site. A monthly district Health and Safety Committee with administrative, teacher and parent representatives from each site review the consistency of the usage of the district discipline matrix as well as any health or safety issues that may need to be reviewed. Conflict facilitators are trained to assist in problem solving among students. Class meetings are held weekly to promote communication skills. Using the Safe Schools Planning guide, the School Site Council annually reviews elements of the school climate and the physical environment to annually update the Safe School Plan. The school has a weekly Character Matters Assembly that is held on Friday of each week where students are taught the characteristics of kindness and being a good citizen. The Bulldog Store is has been implemented and is used as positive reinforcement. All school employees have access to Bulldog Dollars that can be given to students who exhibit positive behavior.

Last updated: 12/11/2018



## D. Other SARC Information

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

### Average Class Size and Class Size Distribution (Elementary) School Year (2015—16)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	21.0	1	4	
1	22.0		4	
2	27.0		4	
3	25.0		4	
4	30.0		4	
5	28.0		4	
6				
Other**				

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

\*\* "Other" category is for multi-grade level classes.

### Average Class Size and Class Size Distribution (Elementary) School Year (2016—17)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	23.0		5	
1	22.0		4	
2	24.0		4	
3	27.0		4	
4	25.0		4	
5	30.0		4	
6				
Other**				

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

\*\* "Other" category is for multi-grade level classes.

### Average Class Size and Class Size Distribution (Elementary) School Year (2017—18)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	22.0	1	4	
1	25.0		4	
2	22.0		4	
3	24.0		4	
4	29.0		4	
5	26.0		4	
6				
Other**				

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

\*\* "Other" category is for multi-grade level classes.

Last updated: 12/10/2018

**Average Class Size and Class Size Distribution (Secondary) (School Year 2015—16)**

<b>Subject</b>	<b>Average Class Size</b>	<b>Number of Classes *</b> <b>1-20</b>	<b>Number of Classes *</b> <b>21-32</b>	<b>Number of Classes *</b> <b>33+</b>
English				
Mathematics				
Science				
Social Science				

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2016—17)**

<b>Subject</b>	<b>Average Class Size</b>	<b>Number of Classes *</b> <b>1-20</b>	<b>Number of Classes *</b> <b>21-32</b>	<b>Number of Classes *</b> <b>33+</b>
English				
Mathematics				
Science				
Social Science				

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017—18)**

<b>Subject</b>	<b>Average Class Size</b>	<b>Number of Classes *</b> <b>1-20</b>	<b>Number of Classes *</b> <b>21-32</b>	<b>Number of Classes *</b> <b>33+</b>
English				
Mathematics				
Science				
Social Science				

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

*Last updated: 12/10/2018*

**Academic Counselors and Other Support Staff (School Year 2017—18)**

Title	Number of FTE* Assigned to School	Average Number of Students per Academic Counselor
Academic Counselor	0.0	0.0
Counselor (Social/Behavioral or Career Development)	0.8	N/A
Library Media Teacher (Librarian)	0.0	N/A
Library Media Services Staff (Paraprofessional)	0.5	N/A
Psychologist	0.4	N/A
Social Worker	0.0	N/A
Nurse	0.2	N/A
Speech/Language/Hearing Specialist	1.0	N/A
Resource Specialist (non-teaching)	0.4	N/A
Other	0.0	N/A

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

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 12/10/2018

**Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2016—17)**

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$6598.0	\$518.8	\$6079.2	\$72385.0
District	N/A	N/A	\$8679.1	\$69467.0
Percent Difference – School Site and District	N/A	N/A	-43.0%	4.0%
State	N/A	N/A	\$6574.0	\$63590.0
Percent Difference – School Site and State	N/A	N/A	-8.0%	12.0%

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

Last updated: 1/9/2019

## Types of Services Funded (Fiscal Year 2017–18)

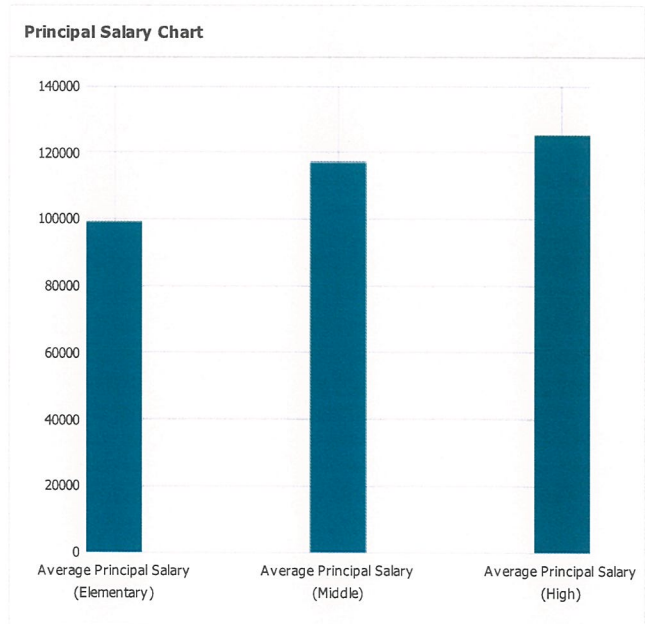
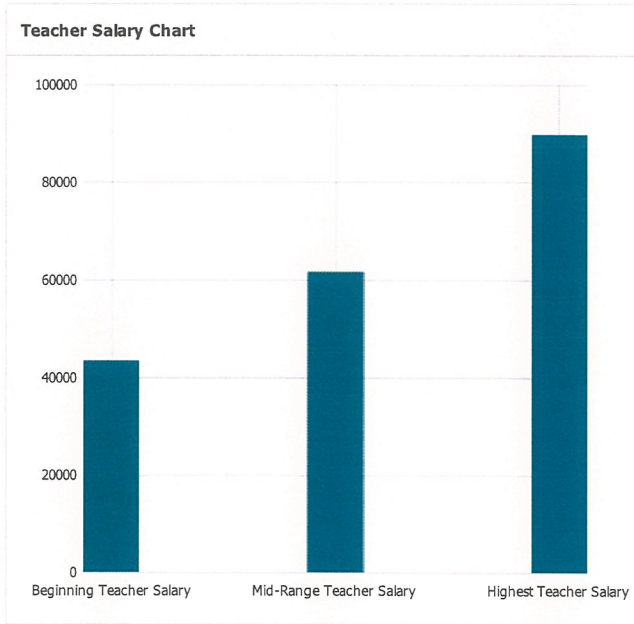
Before and after school tutoring programs are offered by individual grade level teams. Primary Intervention Program (PIP) is available to qualifying students in grades K-3 to help students with social issues. Students meet one-on-one with an aide for thirty minutes during a semester. Counseling is available to our students 4 days a week through our district counselor. One full-time reading specialist works with students in grades 1-5 who are experiencing difficulty with reading and writing skills. A literacy coach trains certificated paraprofessionals, substitutes and parents in reading and writing strategies. Conflict facilitation is offered at the school site. Fourth and fifth grade students are trained to help students resolve conflicts among each other. One full-time and one part-time English Language Development (ELD) teacher works with English language learners as a supplemental ELD service. Reading Counts is available in all classrooms. This program is used to promote reading and recognize students for their reading achievement. Read Naturally is used in classrooms to promote reading fluency. Arbutle Elementary operates an after school program under the ASES grant. Lexia is a computer based phonics program utilized by struggling readers, FASTT Math is a computer based math facts program for student support. Compass Learning is a computer based program that provides students a curriculum based on their individual needs. All of these programs are monitored and analyzed by the administrators and teachers on a regular basis.

Last updated: 12/10/2018

## Teacher and Administrative Salaries (Fiscal Year 2016–17)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43,384	\$42,990
Mid-Range Teacher Salary	\$61,614	\$61,614
Highest Teacher Salary	\$89,705	\$85,083
Average Principal Salary (Elementary)	\$99,148	\$100,802
Average Principal Salary (Middle)	\$117,172	\$105,404
Average Principal Salary (High)	\$125,241	\$106,243
Superintendent Salary	\$156,959	\$132,653
Percent of Budget for Teacher Salaries	35.0%	30.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

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



Last updated: 12/10/2018

**Advanced Placement (AP) Courses (School Year 2017—18)**

<b>Subject</b>	<b>Number of AP Courses Offered*</b>	<b>Percent of Students In AP Courses</b>
Computer Science	0	N/A
English	0	N/A
Fine and Performing Arts	0	N/A
Foreign Language	0	N/A
Mathematics	0	N/A
Science	0	N/A
Social Science	0	N/A
All Courses	0	0.0%

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

\*Where there are student course enrollments of at least one student.

*Last updated: 12/10/2018*

**Professional Development**

A total of six full days per year are utilized for teacher training/staff development. Every Wednesday students are released at 2:00 p.m. in order for teaching staff to collaborate as a grade level team. Formative assessment, ELA/ELD framework, Illuminate, Edvate, technology integration, EL instructional strategies, Science Technology Engineering and Math (STEM), science and social science frameworks as well as explicit direct instruction.

*Last updated: 1/8/2019*

# Grand Island Elementary

## School Accountability Report Card Reported Using Data from the 2017—18 School Year California Department of Education

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

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

### DataQuest

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

### Internet Access

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



### Summer Shadley

Principal, Grand Island Elementary

#### About Our School

At Grand Island Elementary (GIE) we take pride in providing your student with the highest quality education that is rigorous, relevant and built on the foundation of relationships and kindness. I strongly believe that a quality education must focus on the whole child and that is an extremely large focus here at GIE. Kindness is key.

In addition to having high academic standards for our students we also strive to promote good values and character education. This year I am excited that GIE will continue to be a part of The Great Kindness Challenge. In order to have students that are well rounded we must teach good values and positive character traits. The Great Kindness Challenge will be a platform for continuing and focusing on our character education.

GIE operates a school store for students as a positive behavior intervention program. Every day students will have opportunities to earn "Bear Bucks" these dollars can be used to buy items from the school store, which is open on Fridays. We hope to promote positive behavior and reward students who work hard and are contributing citizens on our campus.

Our school community is dedicated to providing our students with a well-rounded educational experience and I am confident that we will experience another positive and enriching school year!

#### Contact

Grand Island Elementary  
551 Leven St.  
Grimes, CA 95950-0030

Phone: 530-437-2416  
E-mail: [sshadley@perce.k12.ca.us](mailto:sshadley@perce.k12.ca.us)

## About This School

### Contact Information (School Year 2018—19)

District Contact Information (School Year 2018—19)	
<b>District Name</b>	Pierce Joint Unified
<b>Phone Number</b>	(530) 476-2892
<b>Superintendent</b>	Carol Geyer
<b>E-mail Address</b>	<a href="mailto:cgeyer@pierce.k12.ca.us">cgeyer@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="http://www.pierce.k12.ca.us">www.pierce.k12.ca.us</a>

School Contact Information (School Year 2018—19)	
<b>School Name</b>	Grand Island Elementary
<b>Street</b>	551 Leven St.
<b>City, State, Zip</b>	Grimes, Ca, 95950-0030
<b>Phone Number</b>	530-437-2416
<b>Principal</b>	Summer Shadley
<b>E-mail Address</b>	<a href="mailto:sshadley@pierce.k12.ca.us">sshadley@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="https://gie.pierce.k12.ca.us/">https://gie.pierce.k12.ca.us/</a>
<b>County-District-School (CDS) Code</b>	06616146003537

*Last updated: 12/13/2018*

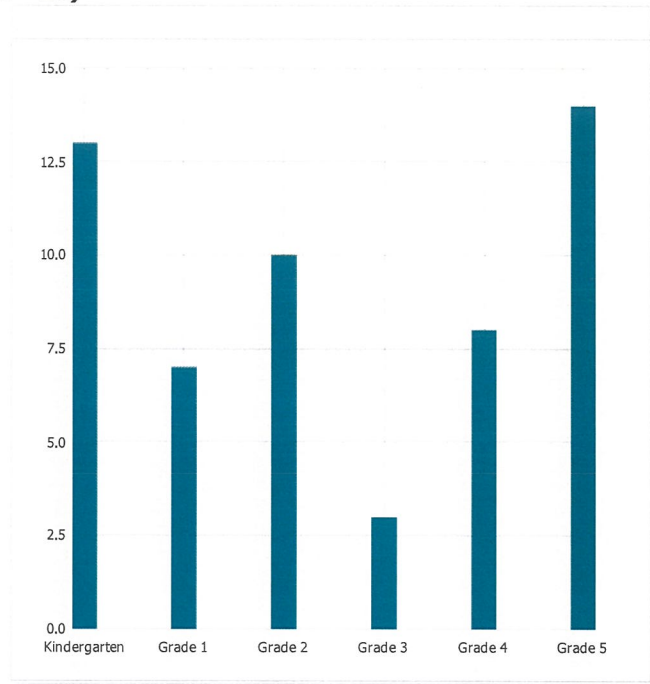
### School Description and Mission Statement (School Year 2018—19)

Grand Island Elementary school is a small necessary school that serves students in grades tk-5 and is located in Grimes, which is adjacent to the Sacramento River. The school district encompasses 60 square miles and is located in rural Colusa County. The average enrollment at GIE fluctuates but remains around 55 students. The school is the primary hub of activity in this small farming community. There are several community events held at the school and our Parent's Club sponsors several events throughout the year which are also community oriented. The facility is well kept and the district has worked to preserve the original architecture of the building. At our school we pride ourselves in building relationships with students while maintaining a rigorous and enriching curriculum that is engaging for students. Grand Island Elementary School encourages parents to get involved in every facet of their child's education.

*Last updated: 12/13/2018*

### Student Enrollment by Grade Level (School Year 2017—18)

Grade Level	Number of Students
Kindergarten	13
Grade 1	7
Grade 2	10
Grade 3	3
Grade 4	8
Grade 5	14
<b>Total Enrollment</b>	<b>55</b>



Last updated: 12/13/2018

### Student Enrollment by Student Group (School Year 2017—18)

Student Group	Percent of Total Enrollment
Black or African American	%
American Indian or Alaska Native	1.8 %
Asian	3.6 %
Filipino	%
Hispanic or Latino	87.3 %
Native Hawaiian or Pacific Islander	%
White	7.3 %
Two or More Races	%
Other	0.0 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	94.5 %
English Learners	76.4 %
Students with Disabilities	7.3 %
Foster Youth	%



## A. Conditions of Learning

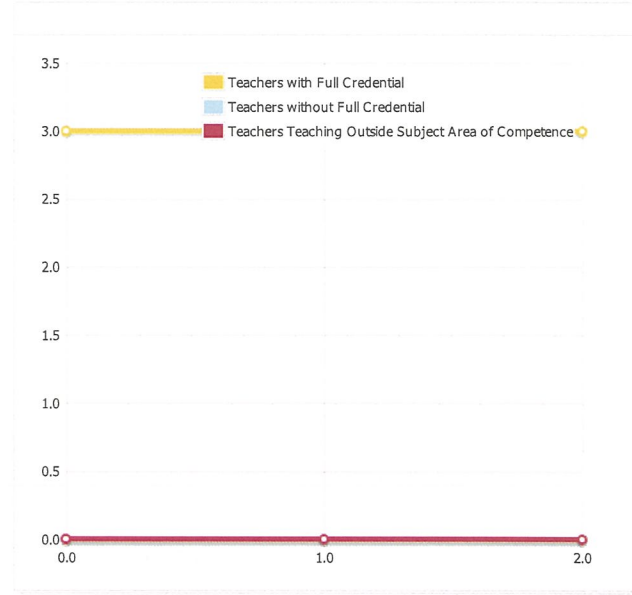
### State Priority: Basic

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

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

#### Teacher Credentials

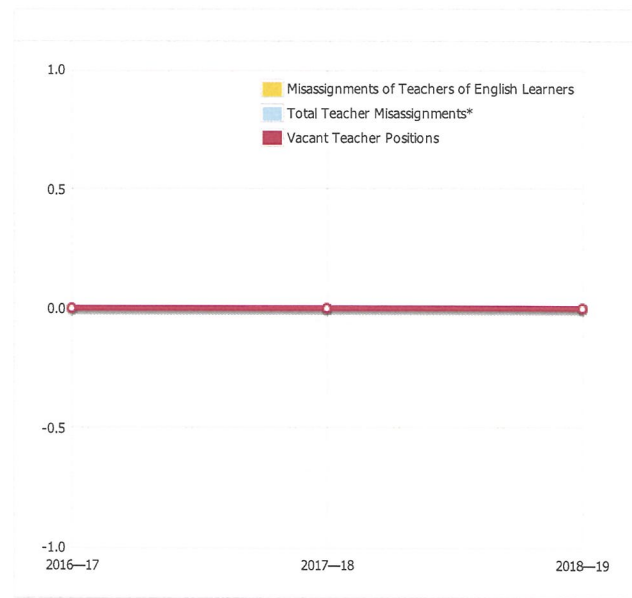
Teachers	School 2016—17	School 2017—18	School 2018—19	District 2018—19
With Full Credential	3	3	3	70
Without Full Credential	0	0	0	3
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	3



Last updated: 12/13/2018

#### Teacher Misassignments and Vacant Teacher Positions

Indicator	2016—17	2017—18	2018—19
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



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

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

Last updated: 12/13/2018

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2018–19)**

Year and month in which the data were collected: December 2018

<b>Subject</b>	<b>Textbooks and Instructional Materials/year of Adoption</b>	<b>From Most Recent Adoption?</b>	<b>Percent Students Lacking Own Assigned Copy</b>
Reading/Language Arts	<i>McMillan McGraw Hill-CA Wonders ELA/ELD</i>	Yes	0.0 %
Mathematics	<i>Houghton Mifflin/Harcourt-Go Math</i>	Yes	0.0 %
Science	<i>Houghton Mifflin- Science California</i>	No	0.0 %
History-Social Science	<i>Scott Foresman History-Social Science for California</i>	No	0.0 %
Foreign Language			0.0 %
Health			0.0 %
Visual and Performing Arts			0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

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

Last updated: 12/13/2018

## School Facility Conditions and Planned Improvements

1. Annual FIT inspection dated 6/25/18 indicated an overall campus average of 84.38% (FAIR Rating) on the scale of 0%-100%. Fifteen categories were evaluated with noted deficiencies noted in all but eleven categories. The types of deficiencies ranged from ADA compliance issues for drinking fountains, pest management and irrigation well. The building's roof was also identified as requiring repairs.
2. Changes to current pest management processes has reduced the frequency of reported pest infestation in all areas of the school. School has been evaluated for long-term deferred maintenance needs that will address larger expenditures in the future.
3. Preventative Maintenance program initiated to extend service life for all mechanical systems. New hydration stations are needed to ensure ADA compliance and access by all students. Older drinking fountain units are failing due to repeated use and water quality issues

*Last updated: 12/13/2018*

## School Facility Good Repair Status

Year and month of the most recent FIT report: June 2018

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	HVAC system showing signs of aging.
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Fair	Pest management requires treatment in kitchen at utility boxes.
<b>Electrical:</b> Electrical	Fair	Well requires minor electrical repairs.
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Fair	Drinking fountains need to be updated per ADA requirements.
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Poor	Roof is aging and requires full replacement.
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

## Overall Facility Rate

Year and month of the most recent FIT report: June 2018

Overall Rating	Fair
----------------	------

*Last updated: 12/13/2018*

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

#### CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016—17	School 2017—18	District 2016—17	District 2017—18	State 2016—17	State 2017—18
English Language Arts / Literacy (grades 3-8 and 11)	39.0%	17.0%	35.0%	39.0%	48.0%	50.0%
Mathematics (grades 3-8 and 11)	25.0%	21.0%	28.0%	30.0%	37.0%	38.0%

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

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 12/13/2018*

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2017—18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	24	24	100.00%	16.67%
Male	14	14	100.00%	21.43%
Female	--	--	--	--
Black or African American				
American Indian or Alaska Native				
Asian	--	--	--	--
Filipino				
Hispanic or Latino	20	20	100.00%	--
Native Hawaiian or Pacific Islander				
White	--	--	--	--
Two or More Races				
Socioeconomically Disadvantaged	22	22	100.00%	9.09%
English Learners	20	20	100.00%	--
Students with Disabilities	--	--	--	--
Students Receiving Migrant Education Services	--	--	--	--
Foster Youth				

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 12/13/2018*

**CAASPP Test Results in Mathematics by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2017—18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	24	24	100.00%	20.83%
Male	14	14	100.00%	21.43%
Female	--	--	--	
Black or African American				
American Indian or Alaska Native				
Asian	--	--	--	
Filipino				
Hispanic or Latino	20	20	100.00%	15.00%
Native Hawaiian or Pacific Islander				
White	--	--	--	
Two or More Races				
Socioeconomically Disadvantaged	22	22	100.00%	13.64%
English Learners	20	20	100.00%	15.00%
Students with Disabilities	--	--	--	
Students Receiving Migrant Education Services	--	--	--	
Foster Youth				

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 12/13/2018*

**CAASPP Test Results in Science for All Students  
Grades Five, Eight and High School  
Percentage of Students Meeting or Exceeding the State Standard**

<b>Subject</b>	<b>School 2016–17</b>	<b>School 2017–18</b>	<b>District 2016–17</b>	<b>District 2017–18</b>	<b>State 2016–17</b>	<b>State 2017–18</b>
Science (grades 5, 8, and high school)	N/A	N/A	N/A	N/A	N/A	N/A

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

Note: The 2016–17 and 2017–18 data are not available. The CDE is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was pilot-tested in spring 2017 and field-tested in spring 2018. The CAST will be administered operationally during the 2018–19 school year. The CAA for Science was pilot-tested for two years (i.e., 2016–17 and 2017–18) and the CAA for Science will be field-tested in 2018–19.

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated on both assessments.

*Last updated: 12/13/2018*

## State Priority: Other Pupil Outcomes

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

- Pupil outcomes in the subject area of physical education

### California Physical Fitness Test Results (School Year 2017—18)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	23.1%	15.4%	23.1%

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

*Last updated: 1/9/2019*



## C. Engagement

### State Priority: Parental Involvement

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

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

#### **Opportunities for Parental Involvement (School Year 2018—19)**

Grand Island Elementary has an open door policy and parents are encouraged to come by at any opportunity. Our Grand Island Parents' Club has been in existence for over 70 years. The parents are involved with various fundraisers and school events. Parents are also asked to join our School Site Council (SSC) and/or English Learner Advisory Committee (ELAC). Grand Island parents and community members can also volunteer to come into the classrooms and share their special talents. Please call (530) 437-2416 for details on how to volunteer your time.

# State Priority: Pupil Engagement

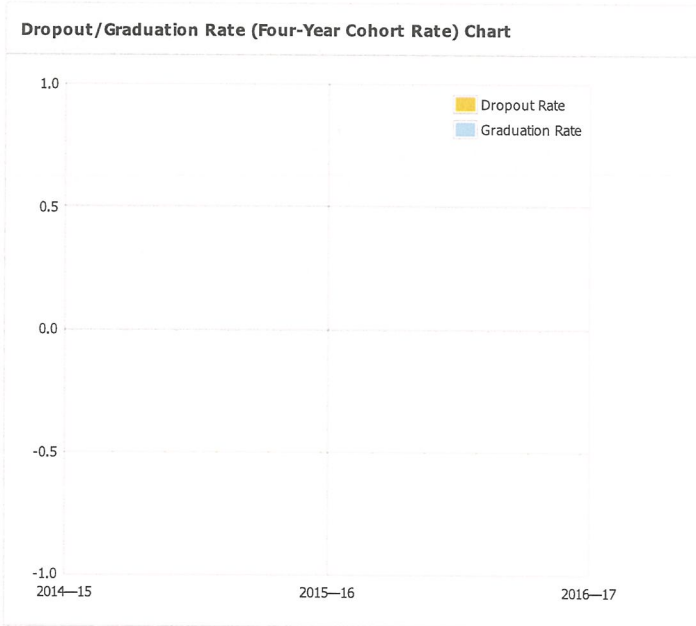
The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

- High school dropout rates; and
- High school graduation rates

## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2014—15	School 2015—16	District 2014—15	District 2015—16	State 2014—15	State 2015—16
Dropout Rate	--	--	1.2%	4.1%	10.7%	9.7%
Graduation Rate	--	--	98.8%	95.1%	82.3%	83.8%

Indicator	School 2016—17	District 2016—17	State 2016—17
Dropout Rate	--	1.8%	9.1%
Graduation Rate	--	94.5%	82.7%



For the formula to calculate the 2016—17 adjusted cohort graduation rate, see the 2017—18 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

Last updated: 12/13/2018

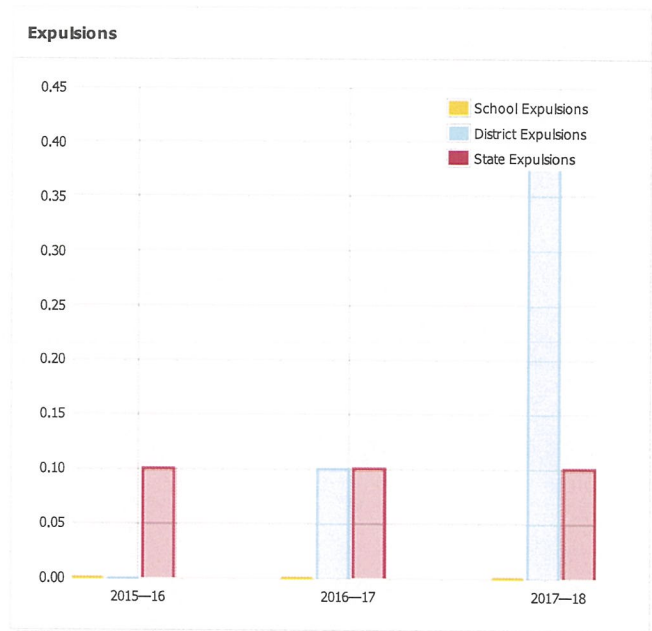
# State Priority: School Climate

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

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

## Suspensions and Expulsions

	School	School	School	District	District	District	State	State	State
Rate	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18
Suspensions	--	1.6%	1.8%	6.0%	4.4%	6.3%	3.7%	3.7%	3.5%
Expulsions	--	0.0%	0.0%	0.0%	0.1%	0.4%	0.1%	0.1%	0.1%



Last updated: 12/13/2018

## School Safety Plan (School Year 2018—19)

Regular fire, earthquake and intruder drills are conducted and recorded using Raptor. The School Safety Plan is reviewed by the staff a minimum of two times per year. Each staff member has a binder with the Safety Plan and other safety related documents. A monthly District Safety Committee consisting of administrative, teacher and parent representatives from each site review the usage of the district discipline matrix as well as any safety issues that may need to be reviewed. Conflict facilitators are trained to assist in problem solving among students. Class meetings are held weekly to promote communications skills. The School Site Council annually reviews elements of the school climate and the physical environment and uses the information to annually update the Safe School Plan. We have implemented a school store to reward students for positive behavior. This positive reinforcement has been quite a success.

Last updated: 12/13/2018

### D. Other SARC Information

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

#### Average Class Size and Class Size Distribution (Elementary) School Year (2015—16)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	12.0	1		
1				
2				
3	17.0	1		
4				
5	20.0	1		
6				
Other**				

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

\*\* "Other" category is for multi-grade level classes.

#### Average Class Size and Class Size Distribution (Elementary) School Year (2016—17)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	22.0		1	
1				
2				
3				
4	20.0	1		
5	15.0	1		
6				
Other**				

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

\*\* "Other" category is for multi-grade level classes.

#### Average Class Size and Class Size Distribution (Elementary) School Year (2017—18)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K	20.0	1		
1				
2				
3				
4				
5	22.0		1	
6				
Other**	13.0	1		

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

\*\* "Other" category is for multi-grade level classes.

**Average Class Size and Class Size Distribution (Secondary) (School Year 2015—16)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English				
Mathematics				
Science				
Social Science				

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2016—17)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English				
Mathematics				
Science				
Social Science				

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017—18)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English				
Mathematics				
Science				
Social Science				

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

*Last updated: 12/13/2018*

**Academic Counselors and Other Support Staff (School Year 2017—18)**

<b>Title</b>	<b>Number of FTE* Assigned to School</b>	<b>Average Number of Students per Academic Counselor</b>
Academic Counselor	0.0	0.0
Counselor (Social/Behavioral or Career Development)	0.1	N/A
Library Media Teacher (Librarian)	0.0	N/A
Library Media Services Staff (Paraprofessional)	0.1	N/A
Psychologist	0.1	N/A
Social Worker	0.0	N/A
Nurse	0.1	N/A
Speech/Language/Hearing Specialist	0.1	N/A
Resource Specialist (non-teaching)	0.0	N/A
Other	0.0	N/A

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

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

*Last updated: 12/13/2018*

**Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2016—17)**

<b>Level</b>	<b>Total Expenditures Per Pupil</b>	<b>Expenditures Per Pupil (Restricted)</b>	<b>Expenditures Per Pupil (Unrestricted)</b>	<b>Average Teacher Salary</b>
School Site	\$10235.3	\$2289.3	\$7946.0	\$74159.0
District	N/A	N/A	\$8679.1	\$69467.0
Percent Difference – School Site and District	N/A	N/A	-9.0%	6.0%
State	N/A	N/A	\$6574.0	\$63590.0
Percent Difference – School Site and State	N/A	N/A	17.0%	14.0%

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

*Last updated: 1/9/2019*

## Types of Services Funded (Fiscal Year 2017—18)

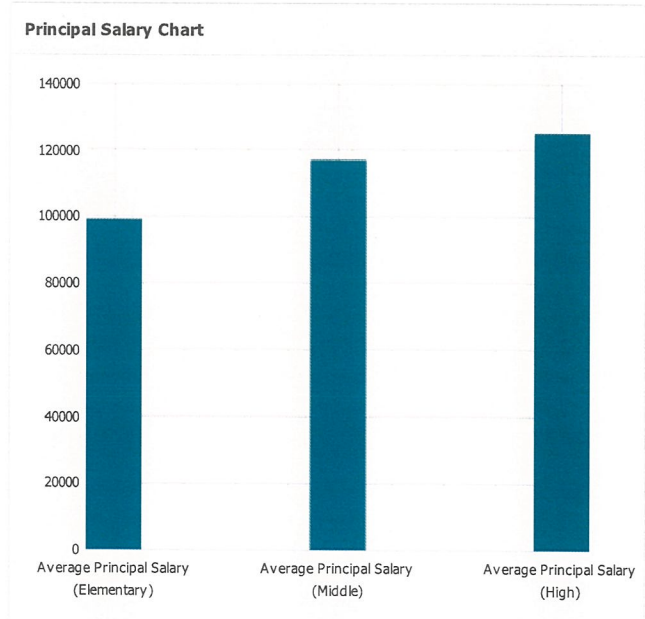
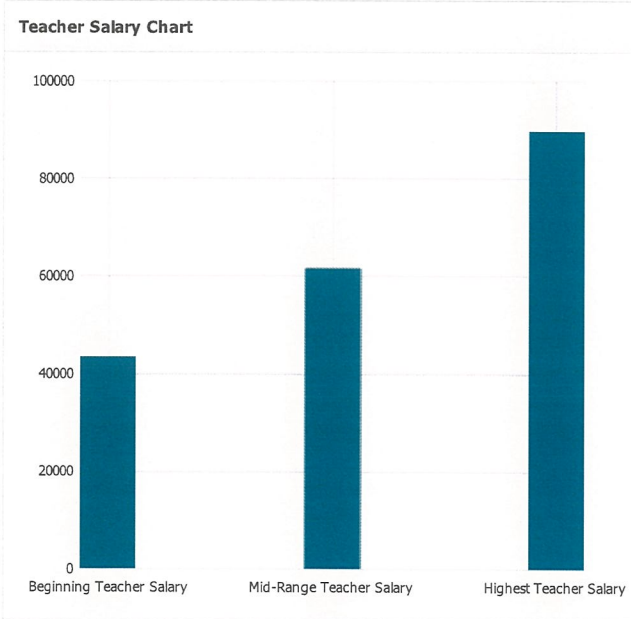
After school tutoring programs are offered at all grade levels. Suite360 is a social and emotional curriculum that is offered to all students as part of their regular instructional day. Counseling is available to our students through Colusa County Mental Health and through the district to qualifying students. Paraprofessionals are hired to help enhance our language arts and math instruction. A literacy coach trains certificated paraprofessionals, substitutes and parents in reading and writing strategies. Conflict facilitation is offered at the school site. Fourth and Fifth and grade students are trained to help students resolve conflicts among each other. An English Language Development (ELD) teacher works with English language learners. Reading Counts is available in all classrooms. This program is used to promote reading and recognize students for their reading achievement. Read Naturally is used in classrooms to promote reading fluency. Grand Island Elementary operates an after school program under the ASES grant. Lexia is a computer based phonics program utilized by struggling readers. FASTT Math is a computer based math program for student support. Compass Learning is an online program that provides leveled instruction to students based on area of need.

Last updated: 12/13/2018

## Teacher and Administrative Salaries (Fiscal Year 2016—17)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43,384	\$42,990
Mid-Range Teacher Salary	\$61,614	\$61,614
Highest Teacher Salary	\$89,705	\$85,083
Average Principal Salary (Elementary)	\$99,148	\$100,802
Average Principal Salary (Middle)	\$117,172	\$105,404
Average Principal Salary (High)	\$125,241	\$106,243
Superintendent Salary	\$156,959	\$132,653
Percent of Budget for Teacher Salaries	35.0%	30.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

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



Last updated: 12/13/2018

## Professional Development

Six full days per year are utilized for teacher training/staff development. Every Wednesday students are released at 2:00 p.m. in order for teaching staff to collaborate as a grade level team and staff. Formative assessment is the focus currently for staff development, as well as, mathematical practices, new curriculum training, Illuminate, technology integration, EL instructional strategies and explicit direct instruction.

*Last updated: 12/13/2018*



# Lloyd G. Johnson Junior High

## School Accountability Report Card Reported Using Data from the 2017—18 School Year California Department of Education

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

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

### DataQuest

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

### Internet Access

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



### Jessica Geierman, Principal

Principal, Lloyd G. Johnson Junior High

#### About Our School

At JH we value every student! It is our goal to provide your student with a quality education that is conscientious, meaningful and built on the foundation of relationships and purposeful instruction. I truly believe it is important to focus on the education of the whole child by supporting their academic, social and emotional needs. The transitional junior high years can be difficult for both students and parents alike, so we strive to support students and parents by providing the resources and encouragement necessary to raise up successful, productive and emotionally healthy young members of the community.

In addition to having high academic standards for our students, we also strive to promote a sense of community and positive culture on our campus. We have an inclusive Associated Study Body that focuses on school spirit, kindness towards one another, and student involvement on the school campus. Our teachers host a variety of after school clubs that provide students with an opportunity to learn a new set of skills or further develop their passion for interests including music, art and theater. Every one of our staff members are committed to the well being of each of our students and our students are also supported by a caring and dedicated community. With such incredible support from all of our school community members, I look forward to a wonderful and optimistic school year. Go Cougars!

#### Contact

Lloyd G. Johnson Junior High  
938 Wildwood Rd.  
Arbuckle, CA 95912-9714

Phone: 530-476-3261  
E-mail: [jgeierman@pierce.k12.ca.us](mailto:jgeierman@pierce.k12.ca.us)

## About This School

### Contact Information (School Year 2018—19)

District Contact Information (School Year 2018—19)	
<b>District Name</b>	Pierce Joint Unified
<b>Phone Number</b>	(530) 476-2892
<b>Superintendent</b>	Carol Geyer
<b>E-mail Address</b>	<a href="mailto:cgeyer@pierce.k12.ca.us">cgeyer@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="http://www.pierce.k12.ca.us">www.pierce.k12.ca.us</a>

School Contact Information (School Year 2018—19)	
<b>School Name</b>	Lloyd G. Johnson Junior High
<b>Street</b>	938 Wildwood Rd.
<b>City, State, Zip</b>	Arbuckle, Ca, 95912-9714
<b>Phone Number</b>	530-476-3261
<b>Principal</b>	Jessica Geierman, Principal
<b>E-mail Address</b>	<a href="mailto:jgeierman@pierce.k12.ca.us">jgeierman@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="https://ijh.pierce.k12.ca.us">https://ijh.pierce.k12.ca.us</a>
<b>County-District-School (CDS) Code</b>	06616146103576

*Last updated: 1/8/2019*

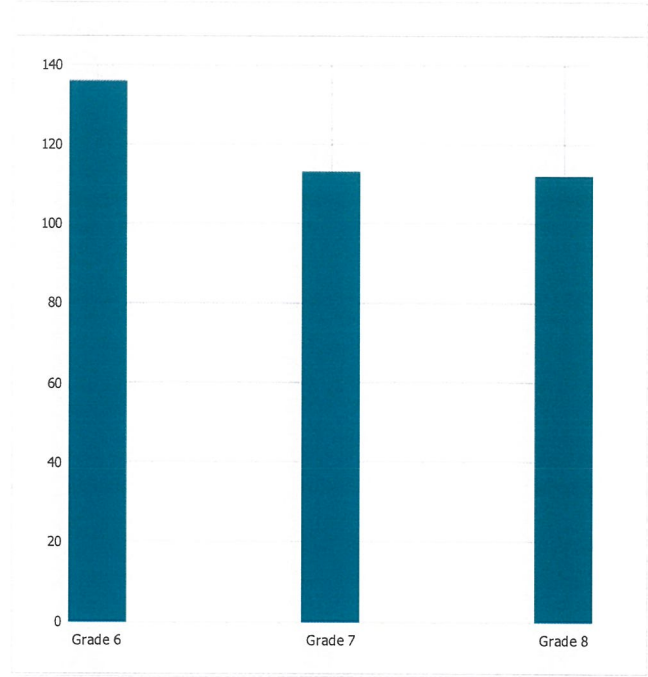
### School Description and Mission Statement (School Year 2018—19)

Lloyd G. Johnson Junior High School is a school whose staff is dedicated to meeting the academic, social and emotional needs of our students. Our goal is to provide students with a challenging and rigorous curriculum while simultaneously supporting their social and emotional development. We provide a safe and welcoming environment in which staff and parents partner together to accomplish our goal: success for every student. In order to give each student the best opportunity for success, we keep the district vision of "Students First" in all that we do. By putting students first and developing strong partnerships with our parents and community, we are able to provide the education, support and community needed to prepare our students for success in high school and beyond.

*Last updated: 1/8/2019*

### Student Enrollment by Grade Level (School Year 2017—18)

Grade Level	Number of Students
Grade 6	136
Grade 7	113
Grade 8	112
Total Enrollment	361



Last updated: 1/8/2019

### Student Enrollment by Student Group (School Year 2017—18)

Student Group	Percent of Total Enrollment
Black or African American	1.1 %
American Indian or Alaska Native	%
Asian	1.4 %
Filipino	%
Hispanic or Latino	72.9 %
Native Hawaiian or Pacific Islander	0.3 %
White	23.3 %
Two or More Races	1.1 %
Other	-0.1 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	70.1 %
English Learners	17.7 %
Students with Disabilities	14.1 %
Foster Youth	1.4 %

## A. Conditions of Learning

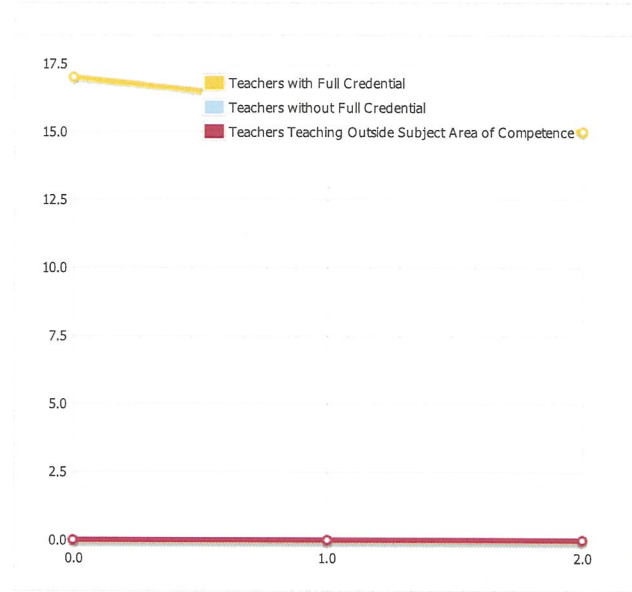
### State Priority: Basic

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

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

#### Teacher Credentials

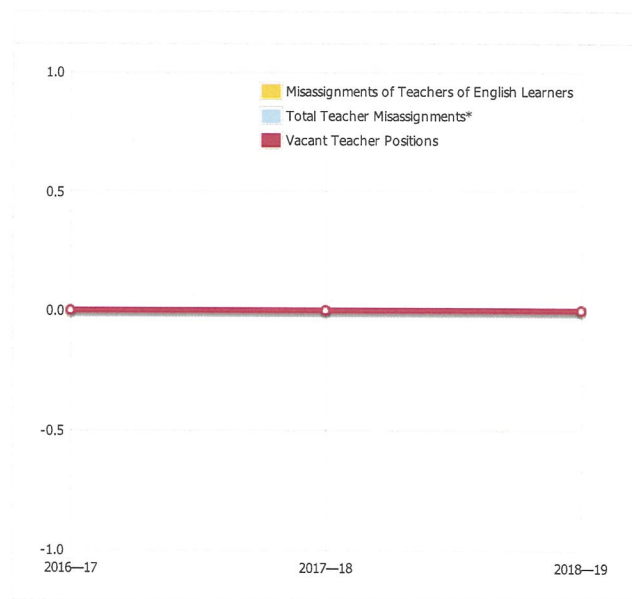
Teachers	School 2016 —17	School 2017 —18	School 2018 —19	District 2018— 19
With Full Credential	17	16	15	70
Without Full Credential	0	0	0	3
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	3



Last updated: 1/8/2019

#### Teacher Misassignments and Vacant Teacher Positions

Indicator	2016— 17	2017— 18	2018— 19
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



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

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

Last updated: 1/8/2019

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2018–19)**

Year and month in which the data were collected: January 2019

<b>Subject</b>	<b>Textbooks and Instructional Materials/year of Adoption</b>	<b>From Most Recent Adoption?</b>	<b>Percent Students Lacking Own Assigned Copy</b>
Reading/Language Arts	2015-2016 Study Sync grades 6-8	Yes	0.0 %
Mathematics	2014-2015 Go Math Program	Yes	0.0 %
Science	2014-2015 Interactive Science- Pearson	Yes	0.0 %
History-Social Science	11 year sufficient	Yes	0.0 %
Foreign Language			0.0 %
Health			0.0 %
Visual and Performing Arts			0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

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

Last updated: 1/8/2019

## School Facility Conditions and Planned Improvements

Annual FIT inspection dated 6/26/18 indicated an overall campus average of 94.86% (GOOD Rating) on the scale of 0%-100%. Fifteen categories were evaluated with noted deficiencies noted in only five of these categories. The types of deficiencies ranged from ADA compliance issues for drinking fountains, restroom plumbing fixture leaks and exterior cracking of the CMU walls. Also, the MPR building's roof was also identified as requiring minor repairs and two HVAC units were reported as reaching the end of their service life.

The MPR's roof and various gutter systems were recently repaired that corrected long reported roof leak issues. Many of the girls restroom plumbing fixtures were replaced to address issues identified in the 2018 FIT report. During the upcoming winter break, two HVAC units will be upgraded/replaced along with low voltage energy management system. Site fencing has been added to re-direct visitors to the main office to promote student safety.

Older drinking fountain units are being planned for replacement to accommodate ADA compliance and to promote bottle-filling use by students. The site is in need of exterior painting and more outside student benches to relieve crowding during inclement weather.

*Last updated: 1/8/2019*

## School Facility Good Repair Status

Year and month of the most recent FIT report: June 2018

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	During the winter break, two HVAC units will be upgraded/replaced along with low voltage energy management system.
<b>Interior:</b> Interior Surfaces	Fair	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	Many of the girls restroom plumbing fixtures were replaced to address issues identified in the 2018 FIT report.  Older drinking fountain units will be replaced to accommodate ADA compliance and to promote bottle-filling use by students.  Girls restroom requires new floor and exterior door replacement.
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	Fire alarm in Building 100 has open trouble fault.
<b>Structural:</b> Structural Damage, Roofs	Fair	The Multi Purpose Room's roof and various gutter systems were recently repaired that corrected long reported roof leak issues. Exterior cracks are visible at CMU in buildings 400 and 700.
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	Site fencing has been added to re-direct visitors to the main office to promote student safety.  In-wall cafeteria tables have minor damage.

## Overall Facility Rate

Year and month of the most recent FIT report: June 2018

Overall Rating	Good
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*Last updated: 1/8/2019*

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

#### CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016—17	School 2017—18	District 2016—17	District 2017—18	State 2016—17	State 2017—18
English Language Arts / Literacy (grades 3-8 and 11)	32.0%	32.0%	35.0%	39.0%	48.0%	50.0%
Mathematics (grades 3-8 and 11)	27.0%	25.0%	28.0%	30.0%	37.0%	38.0%

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

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 1/8/2019*

### CAASPP Test Results in ELA by Student Group Grades Three through Eight and Grade Eleven (School Year 2017—18)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	367	358	97.55%	31.84%
Male	210	203	96.67%	22.66%
Female	157	155	98.73%	43.87%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian	--	--	--	
Filipino				
Hispanic or Latino	265	261	98.49%	25.67%
Native Hawaiian or Pacific Islander	--	--	--	
White	88	85	96.59%	51.76%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	259	252	97.30%	25.40%
English Learners	166	166	100.00%	16.87%
Students with Disabilities	45	45	100.00%	
Students Receiving Migrant Education Services	13	13	100.00%	
Foster Youth	--	--	--	

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*



### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2017—18)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	367	357	97.28%	25.21%
Male	210	203	96.67%	22.66%
Female	157	154	98.09%	28.57%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian	--	--	--	
Filipino				
Hispanic or Latino	265	261	98.49%	18.77%
Native Hawaiian or Pacific Islander	--	--	--	
White	88	84	95.45%	45.24%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	259	251	96.91%	18.73%
English Learners	166	166	100.00%	13.25%
Students with Disabilities	45	45	100.00%	
Students Receiving Migrant Education Services	13	13	100.00%	15.38%
Foster Youth	--	--	--	

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3--Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*

**CAASPP Test Results in Science for All Students  
Grades Five, Eight and High School  
Percentage of Students Meeting or Exceeding the State Standard**

Subject	School 2016-17	School 2017-18	District 2016-17	District 2017-18	State 2016-17	State 2017-18
Science (grades 5, 8, and high school)	N/A	N/A	N/A	N/A	N/A	N/A

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

Note: The 2016-17 and 2017-18 data are not available. The CDE is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was pilot-tested in spring 2017 and field-tested in spring 2018. The CAST will be administered operationally during the 2018-19 school year. The CAA for Science was pilot-tested for two years (i.e., 2016-17 and 2017-18) and the CAA for Science will be field-tested in 2018-19.

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA for Science divided by the total number of students who participated on both assessments.

*Last updated: 1/8/2019*

**Career Technical Education (CTE) Participation (School Year 2017-18)**

Measure	CTE Program Participation
Number of Pupils Participating in CTE	
Percent of Pupils Completing a CTE Program and Earning a High School Diploma	--
Percent of CTE Courses Sequenced or Articulated Between the School and Institutions of Postsecondary Education	--

*Last updated: 1/8/2019*

**Courses for University of California (UC) and/or California State University (CSU) Admission**

UC/CSU Course Measure	Percent
2017-18 Pupils Enrolled in Courses Required for UC/CSU Admission	--
2016-17 Graduates Who Completed All Courses Required for UC/CSU Admission	--

## State Priority: Other Pupil Outcomes

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

- Pupil outcomes in the subject area of physical education

### California Physical Fitness Test Results (School Year 2017—18)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
7	19.6%	29.5%	34.8%

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

Last updated: 1/8/2019

## C. Engagement

### State Priority: Parental Involvement

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

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

#### Opportunities for Parental Involvement (School Year 2018—19)

There are many opportunities for parents to be involved in their child's educational experiences at JJH. The School Site Council meets monthly to provide parents an advisory voice to the site administrator. District-wide safety and health committee meetings are open to all parents interested in discussing concerns with district and site administrators. The site ELAC committee provides a venue for parents of bilingual students to voice their concerns, especially those concerns regarding the academic progress of their English Language Learner students. Parents can also request, through the school, a Student Study Team meeting if they have concerns regarding their child's learning. When a teacher requests an SST, the parent is always invited and is an integral part of the meeting. Parents are informed of various informational meetings throughout the school year in mailings from the school office and the use of a Facebook page. Parents are also encouraged to be involved in their child's educational experiences by visiting classes, through Open House and Back to School Night. JJH promotes parent communication through the Facebook page, Aeries, the school website and school messenger.

# State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

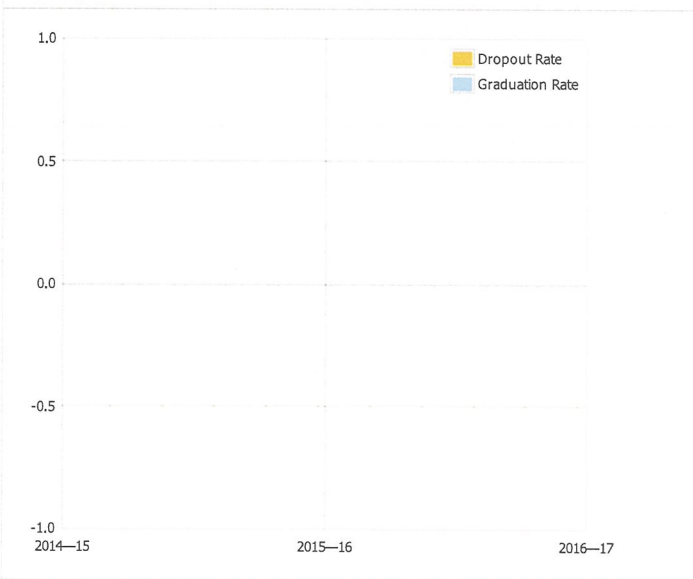
- High school dropout rates; and
- High school graduation rates

## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2014—15	School 2015—16	District 2014—15	District 2015—16	State 2014—15	State 2015—16
Dropout Rate	--	--	1.2%	4.1%	10.7%	9.7%
Graduation Rate	--	--	98.8%	95.1%	82.3%	83.8%

Indicator	School 2016—17	District 2016—17	State 2016—17
Dropout Rate	--	1.8%	9.1%
Graduation Rate	--	94.5%	82.7%

Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



For the formula to calculate the 2016—17 adjusted cohort graduation rate, see the 2017—18 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

### Completion of High School Graduation Requirements - Graduating Class of 2017 (One-Year Rate)

Student Group	School	District	State
All Students	--	--	--
Black or African American	--	--	--
American Indian or Alaska Native	--	--	--
Asian	--	--	--
Filipino	--	--	--
Hispanic or Latino	--	--	--
Native Hawaiian or Pacific Islander	--	--	--
White	--	--	--
Two or More Races	--	--	--
Socioeconomically Disadvantaged	--	--	--
English Learners	--	--	--
Students with Disabilities	--	--	--
Foster Youth	--	--	--

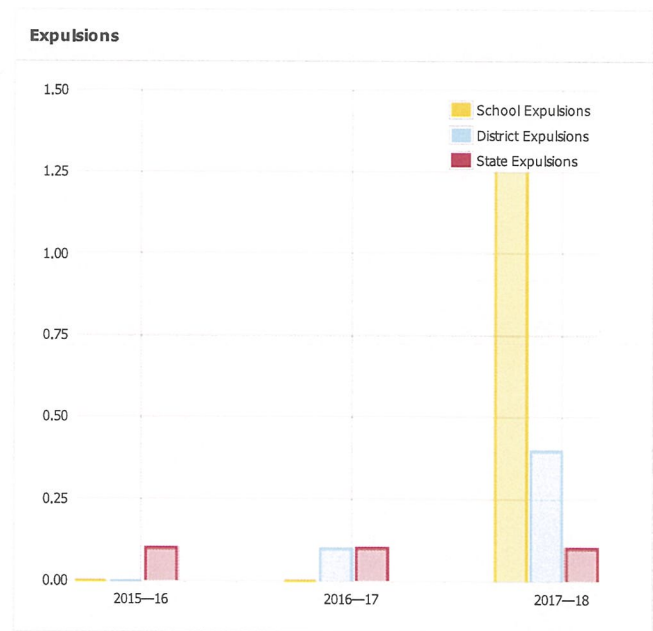
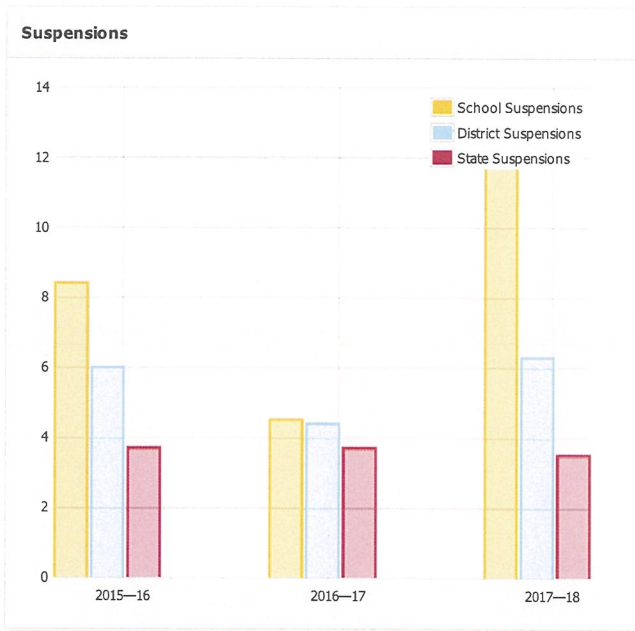
# State Priority: School Climate

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

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

## Suspensions and Expulsions

	School	School	School	District	District	District	State	State	State
Rate	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18
Suspensions	8.4%	4.5%	11.9%	6.0%	4.4%	6.3%	3.7%	3.7%	3.5%
Expulsions	0.0%	0.0%	1.3%	0.0%	0.1%	0.4%	0.1%	0.1%	0.1%



Last updated: 1/8/2019

## School Safety Plan (School Year 2018—19)

The comprehensive school safety plan was developed for JJH with the number one goal of student and staff safety in mind. Drills and practices for emergencies such as: earthquake, fire, and intruder on campus are practiced regularly throughout the school year. Evacuation drills are also practiced during the after school program time. All teachers have emergency bags that are filled with safety supplies and other miscellaneous emergency necessities. Teachers are required to carry their emergency bags, student rosters, and green and red signs to all practices to indicate that they are prepared, know where their students are, and to let administration know if they need help. Staff also utilizes the application "Raptor" for smart phones, to instantaneously account for the whereabouts of all students and staff. This application gives the most up to date information regarding important student information such as class schedule, medical information and parent contacts. Student and staff emergency information is kept readily available in the school office in case of emergency. The site secretary notifies the local law enforcement officials, the pre-school (located on school property), and the neighboring high school when JJH has a practice drill or other real emergency. Local Colusa County Sheriff's officers are called for school fights and other site situations such as drugs or weapons on campus. Mental health workers and the site psychologist are available for emergency counseling with students. The site administrator monitors during lunch recess to help support staff and students as well as two other campus supervisors. JJH houses 27 strategically placed cameras throughout the campus to help deter vandalism and to help identify participants in any inappropriate behaviors or any person of suspicion on campus without permission. JJH has a guidance counselor that is on site three days per week. Students that need counseling services now have the opportunity for a weekly meeting with our counselor. The plan was approved at the November 16, 2017 School Board Meeting.

Last updated: 1/8/2019

### D. Other SARC Information

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

#### Average Class Size and Class Size Distribution (Elementary) School Year (2015—16)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K				
1				
2				
3				
4				
5				
6	26.0	2	2	
Other**				

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

\*\* "Other" category is for multi-grade level classes.

#### Average Class Size and Class Size Distribution (Elementary) School Year (2016—17)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K				
1				
2				
3				
4				
5				
6	29.0	2	20	2
Other**				

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

\*\* "Other" category is for multi-grade level classes.

#### Average Class Size and Class Size Distribution (Elementary) School Year (2017—18)

Grade Level	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
K				
1				
2				
3				
4				
5				
6	32.0	2	26	3
Other**				

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

\*\* "Other" category is for multi-grade level classes.



**Average Class Size and Class Size Distribution (Secondary) (School Year 2015—16)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	18.0	6	7	
Mathematics	21.0	5	7	
Science	19.0	5	4	
Social Science	20.0	10	3	

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2016—17)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	21.0	7	5	
Mathematics	19.0	8	5	
Science	21.0	7	6	
Social Science	24.0	1	8	

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017—18)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	21.0	8	5	
Mathematics	20.0	8	4	
Science	20.0	7	4	
Social Science	25.0	1	8	

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

*Last updated: 1/8/2019*

**Academic Counselors and Other Support Staff (School Year 2017—18)**

<b>Title</b>	<b>Number of FTE* Assigned to School</b>	<b>Average Number of Students per Academic Counselor</b>
Academic Counselor	1.0	405.0
Counselor (Social/Behavioral or Career Development)	0.1	N/A
Library Media Teacher (Librarian)	0.3	N/A
Library Media Services Staff (Paraprofessional)		N/A
Psychologist	0.5	N/A
Social Worker		N/A
Nurse	0.1	N/A
Speech/Language/Hearing Specialist	0.5	N/A
Resource Specialist (non-teaching)		N/A
Other		N/A

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

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/8/2019

**Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2016—17)**

<b>Level</b>	<b>Total Expenditures Per Pupil</b>	<b>Expenditures Per Pupil (Restricted)</b>	<b>Expenditures Per Pupil (Unrestricted)</b>	<b>Average Teacher Salary</b>
School Site	\$6637.7	\$319.0	\$6318.7	\$66598.0
District	N/A	N/A	\$8679.1	\$69467.0
Percent Difference – School Site and District	N/A	N/A	-37.0%	-4.0%
State	N/A	N/A	\$6574.0	\$63590.0
Percent Difference – School Site and State	N/A	N/A	-4.0%	5.0%

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

Last updated: 1/9/2019

## Types of Services Funded (Fiscal Year 2017–18)

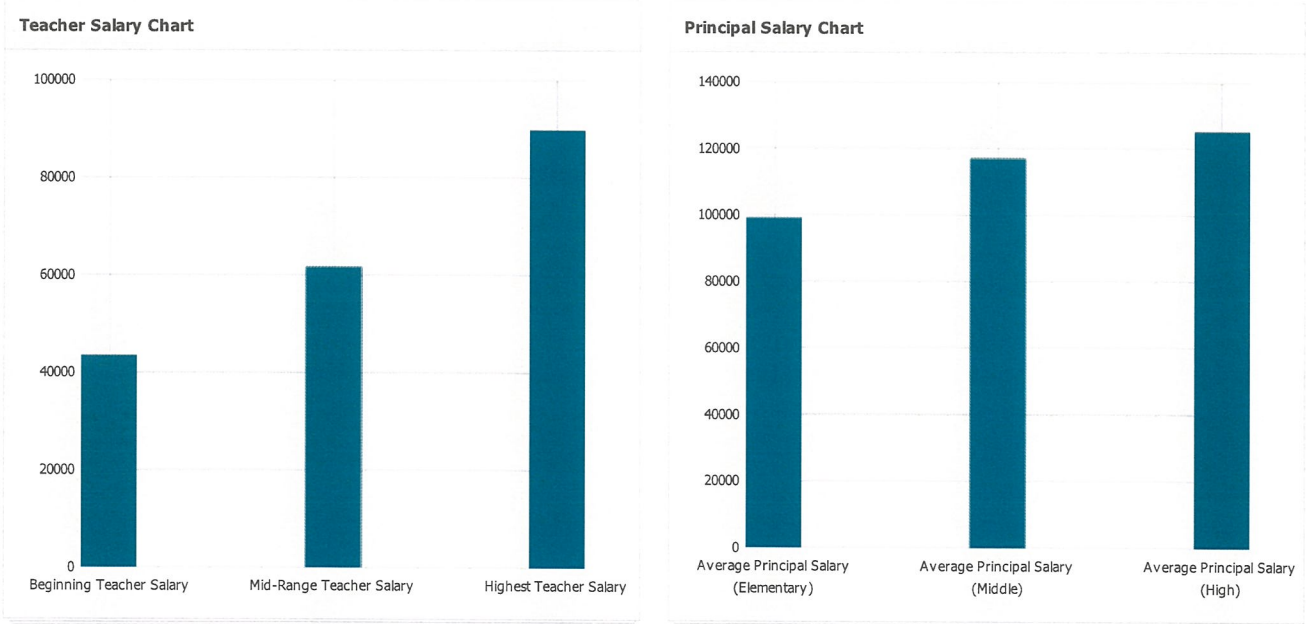
Students at JJH are offered academic assistance, recreational activities, and time to work on their homework through the ASES grant. Summer School has been offered yearly for those students who need assistance to reach grade level proficiency. Many English Language learner students get extra help during pull out time by an EL teacher to work on English skills and support the learning in the ELA classes.

Last updated: 1/8/2019

## Teacher and Administrative Salaries (Fiscal Year 2016–17)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43,384	\$42,990
Mid-Range Teacher Salary	\$61,614	\$61,614
Highest Teacher Salary	\$89,705	\$85,083
Average Principal Salary (Elementary)	\$99,148	\$100,802
Average Principal Salary (Middle)	\$117,172	\$105,404
Average Principal Salary (High)	\$125,241	\$106,243
Superintendent Salary	\$156,959	\$132,653
Percent of Budget for Teacher Salaries	35.0%	30.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

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



Last updated: 1/8/2019

**Advanced Placement (AP) Courses (School Year 2017—18)**

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science	0	N/A
English	0	N/A
Fine and Performing Arts	0	N/A
Foreign Language	0	N/A
Mathematics	0	N/A
Science	0	N/A
Social Science	0	N/A
All Courses	0	0.0%

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

\*Where there are student course enrollments of at least one student.

*Last updated: 1/8/2019*

**Professional Development**

Site administrator meets regularly with staff to assess school programs. The site administrator works diligently with students, their parents, and the staff to monitor student progress and address concerns. Early release Wednesdays allow teachers and site administration to work in grade level or content level groups to focus on specific needs of students. Three staff buy-back days are used to help keep educators abreast of changes in curriculum standards, current text adoptions, instructional materials, assessments, and standards alignment in order to meet the diverse needs of our student population. Early release Wednesdays also include basic staff development in EDI instructional strategies, the modeling of those, and how to better serve our students through our instruction. Teachers participated in ten after school sessions on Common Core implementation in ELA and Math by several trainers from SCOE. Teachers are also invited to attend training and conferences throughout the school year and to share the information from those trainings with the staff. On site and other district staff also help train other staff members in the use of Illuminate, computer technology, Reading Counts, etc. Classified staff are encouraged to attend regular district offered training in CPR and required site meetings to discuss expectations for serving students needs. The site secretary attends AERIES training, as well as others offered by various agencies that will train her in better management of student data and other related issues. Colusa County Office of Education also offers staff development for our Special Education teachers, para educators, and school psychologist. All teaching staff has had instruction in implementing Common Core Standards in their content area. Staff regularly uses the early release Wednesdays for analysis and reflection of student work and analyses assessment data to guide further staff development needs.

Training for the implementation StudySync was provided for both the 2016-17 and 2017-18 school years during the staff development days. Training was provided for NGSS during staff development days in the 2017-18 school year. The academic coaches for the district are facilitating meetings with the ELA and SS staff at JJH and PHS to introduce and support Rigorous Reading.

*Last updated: 1/8/2019*

## Pierce High

### School Accountability Report Card Reported Using Data from the 2017–18 School Year California Department of Education

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

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

### DataQuest

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

### Internet Access

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



### Dr. David Vujovich, Principal

Principal, Pierce High

### About Our School

At Pierce High School we take pride in providing each student with the highest quality education that is rigorous, relevant and built on the foundation of character and relationships which lead to career and college readiness at the time of graduation. I strongly believe that a quality educational experience must focus on the whole student - emotionally, physically and cognitively. As represented in the Career/College Indicator on the California School Dashboard a 21st Century Education that prepares the whole student for lifelong careers, college readiness and character are the focus at Pierce High School.

Pierce High School is a four-year comprehensive high school located in Arbuckle, California, approximately 50 miles north of Sacramento. PHS is the largest comprehensive high school (approximately 425 students) in Colusa County and offers its students excellent academic and Career Technical Education (CTE) opportunities not only in agriculture but also business and manufacturing.

Our school community is dedicated to providing all students with a well-rounded educational experience with transferable skills by providing the "My 10-year Plan" as part of the Ninth Grade curriculum. I am confident that we will experience another spectacular school year of growth and innovation.

Go Bears!

### Contact

Pierce High  
960 Wildwood Rd.  
Arbuckle, CA 95912-9714

Phone: 530-476-2277  
E-mail: [dvujovich@pierce.k12.ca.us](mailto:dvujovich@pierce.k12.ca.us)

# About This School

## Contact Information (School Year 2018—19)

District Contact Information (School Year 2018—19)	
<b>District Name</b>	Pierce Joint Unified
<b>Phone Number</b>	(530) 476-2892
<b>Superintendent</b>	Carol Geyer
<b>E-mail Address</b>	<a href="mailto:cgeyer@pierce.k12.ca.us">cgeyer@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="http://www.pierce.k12.ca.us">www.pierce.k12.ca.us</a>

School Contact Information (School Year 2018—19)	
<b>School Name</b>	Pierce High
<b>Street</b>	960 Wildwood Rd.
<b>City, State, Zip</b>	Arbuckle, Ca, 95912-9714
<b>Phone Number</b>	530-476-2277
<b>Principal</b>	Dr. David Vujovich, Principal
<b>E-mail Address</b>	<a href="mailto:dvujovich@pierce.k12.ca.us">dvujovich@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="https://phs.pierce.k12.ca.us/home">https://phs.pierce.k12.ca.us/home</a>
<b>County-District-School (CDS) Code</b>	06616140635250

Last updated: 1/8/2019

## School Description and Mission Statement (School Year 2018—19)

Pierce High School was established in 1897 and the current site opened in 1937. The school sits on a 35 acre campus that includes a 10 acre outdoor agricultural laboratory - The Farm, with a 9000 square foot agricultural mechanics/farm fabrication building, computer lab, modernized science classrooms and labs, a 700 seat auditorium, two gymnasiums, a College Career & Counseling Center (Quad C), a newly opened (August 2018) MPR/Cafeteria and 21 classrooms.

### Pierce High School Mission Statement

Pierce High School is committed to developing academically proficient students prepared for entrance to careers, colleges and universities. Academic and co-curricular experiences are provided that develop socially and academically successful students.

### Pierce High School Vision Statement

Pierce High School strives to develop intrinsically motivated learners who take ownership of their learning to become responsible, innovative, global citizens.

### PHS Schoolwide Learner Outcomes (SLOs)

(CARE) "BEARS"

#### Critical Thinkers Who:

- Successfully acquire, analyze, organize, and apply information.
- Develop and express creative ideas and solutions
- Examine moral, ethical, and cultural issues from multiple perspectives.
- Integrate and synthesize information across disciplines.
- Demonstrate growth in higher level thinking skills.

#### Accomplished Lifelong Learners Who:

- Commit to high academic and personal standards.
- Understand the importance of new experiences and continual education.
- Work well collaboratively in culturally and organizationally diverse settings.

#### Responsible Citizens Who:

- Understand and appreciate their roles and responsibilities in a global society.
- Acknowledge and are accountable for their actions and choices.
- Demonstrate respect, trustworthiness, responsibility, fairness, caring, and citizenship.

Recognize the impact of human activities on the environment, and their role in its protection.  
Understand the choices necessary to develop a healthy lifestyle.

*Effective Communicators Who:*

Listen and communicate well in written, verbal, and nonverbal modes.

Understand and use technology in communication.

Show respect for diverse perspectives.

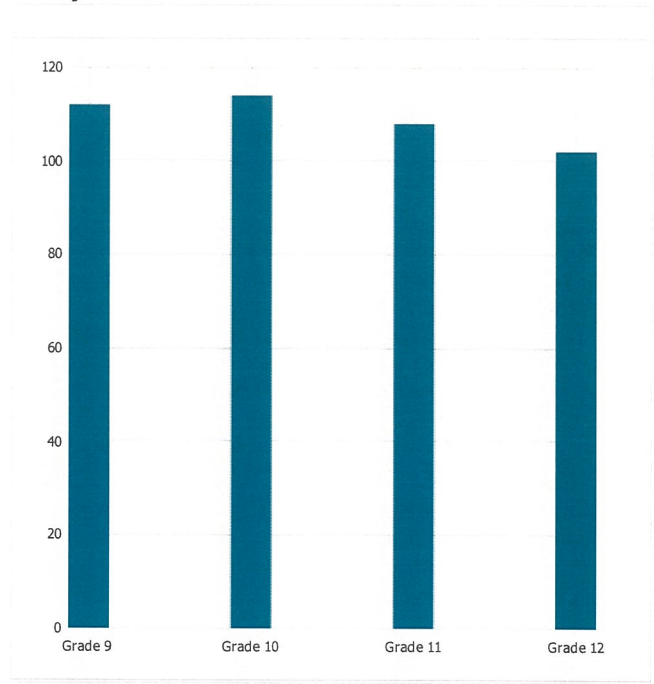
Research, create, and evaluate in written, verbal, and nonverbal modes.

Use communication skills to resolve conflicts through positive alternatives.

*Last updated: 1/8/2019*

### Student Enrollment by Grade Level (School Year 2017—18)

Grade Level	Number of Students
Grade 9	112
Grade 10	114
Grade 11	108
Grade 12	102
Total Enrollment	436



Last updated: 1/8/2019

### Student Enrollment by Student Group (School Year 2017—18)

Student Group	Percent of Total Enrollment
Black or African American	1.4 %
American Indian or Alaska Native	%
Asian	0.5 %
Filipino	0.2 %
Hispanic or Latino	73.6 %
Native Hawaiian or Pacific Islander	%
White	23.9 %
Two or More Races	0.5 %
Other	-0.1 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	69.3 %
English Learners	8.9 %
Students with Disabilities	11.7 %
Foster Youth	0.2 %



## A. Conditions of Learning

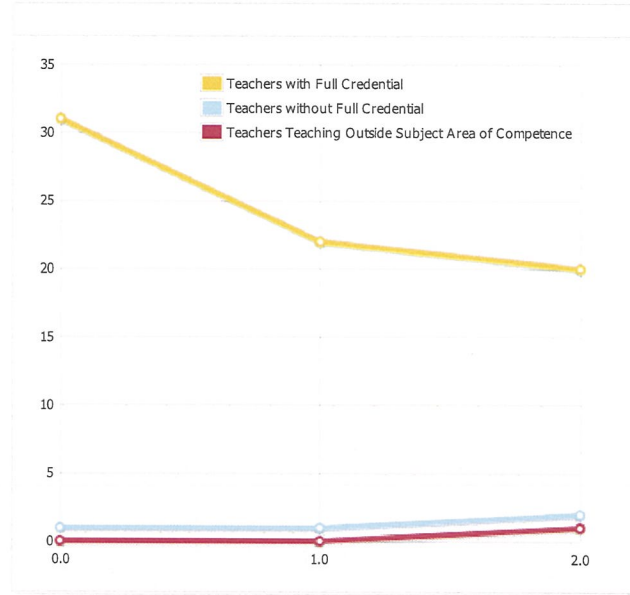
### State Priority: Basic

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

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

#### Teacher Credentials

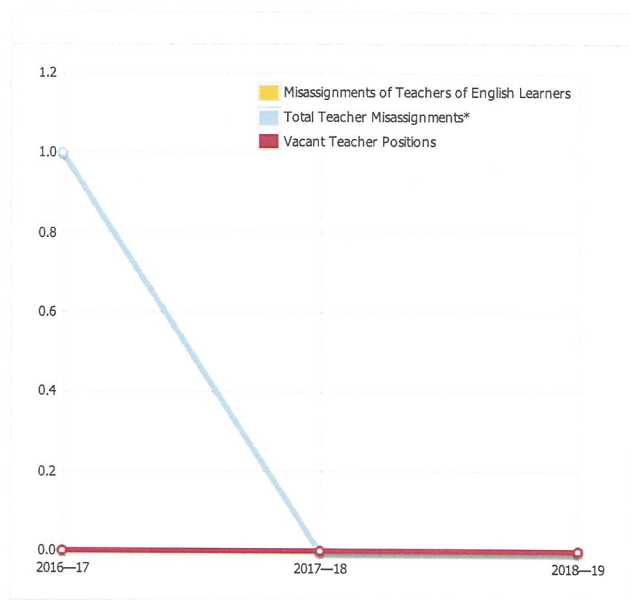
Teachers	School 2016—17	School 2017—18	School 2018—19	District 2018—19
With Full Credential	31	22	20	70
Without Full Credential	1	1	2	3
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	1	3



Last updated: 1/8/2019

#### Teacher Misassignments and Vacant Teacher Positions

Indicator	2016—17	2017—18	2018—19
Misassignments of Teachers of English Learners	1	0	0
Total Teacher Misassignments*	1	0	0
Vacant Teacher Positions	0	0	0



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

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

Last updated: 1/8/2019

**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2018–19)**

Year and month in which the data were collected: January 2019

<b>Subject</b>	<b>Textbooks and Instructional Materials/year of Adoption</b>	<b>From Most Recent Adoption?</b>	<b>Percent Students Lacking Own Assigned Copy</b>
Reading/Language Arts	Study Sync By ConnectEd-McGraw-Hill Corbett, Edward P.J. and Connors, Robert J. Classical Rhetoric for the Modern Student (4th Edition) Oxford University Press 1999 Scanlon, Samuel. 50 Essays: A Portable Anthology, (3rd edition) Bedford St. Martins 2011 Shea, Renée H. The Language of Composition: Reading, Writing, Rhetoric, and Scanlon, Lawrence & Robin Dissin Aufses. (2008) Bedford St. Martins 2008 The Bedford Glossary of Critical and Literary Terms, 2003 Bedford/St. Martins	Yes	0.0 %
Mathematics	Integrated Mathematics 3, Houghton Mifflin 2014  Pre Calculus & Calculus, Pearson Prentice Hall 2007  College Preparatory Mathematics for Integrated Mathematics 1, 1B and 2	Yes	0.0 %
Science	Biology, Holt 2007 Integrated Science, Prentice Hall 2006 Chemistry, Houghton Mifflin 2000 Physics, Prentice Hall 2006 Agriscience: Fundamentals & Applications, Delmar Thomson Learning 2004 The Science of Agriculture: A Biological Approach, Delmar Thomson Learning 2004 Exploring Animal Science, Delmar Cengage Learning 2012 Human Biology 13th Edition; Mader and Windelspecht; McGraw Hill publishers, 2014 Introduction to Anatomy and Physiology- Hall, Provost-Craig, Rose; Goodheart Wilcox Publishers, 2014	Yes	0.0 %
History-Social Science	Impact California Social Studies, World, History, Culture, and Geography, Houghton Mifflin	Yes	0.0 %
Foreign Language	AP Spanish: Temas: AP Spanish Language and Culture, Vista Higher Learning, 2014 Abriendo puertas: Lenjuaje, McDougal Littell, 2007 Abriendo puertas: Literatura Tomo 1, McDougal Littell, 2007 Abriendo puertas: Literatura Tomo 2, McDougal Littell, 2007 Spanish 3: Descubre 3, Vista Higher Learning, 2014 Spanish 2: Descubre 2, Vista Higher Learning, 2014 Spanish 1: Descubre 1, Vista Higher Learning, 2014	Yes	0.0 %
Health	Holt Health, 2005	Yes	0.0 %
Visual and Performing Arts	The Visual Experience, Davis 2005  Basic Drama Projects, Perfection Learning 2003  The Art of Floral Design, Delmar Thomson Learning 2000	Yes	0.0 %
Science Lab Eqmpt	N/A	N/A	0.0 %

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

*Last updated: 1/9/2019*

## School Facility Conditions and Planned Improvements

### Pierce HS School Facility Conditions & Planned Improvements

1. Annual FIT inspection dated 6/26/18 indicated an overall campus average of 84.44% (FAIR Rating) on the scale of 0%-100%. Fifteen categories were evaluated with noted deficiencies noted in all but three of these categories. The types of deficiencies ranged from ADA compliance issues in restrooms, roof leak damage in few classrooms, football field press box dry rot damage and pest infestation in attics and basements.
2. Various roof repairs have been performed to correct interior surface damage due to leaks. Some restroom upgrades have been made to replace stall partitions that had reached their useful service life. A project to replace both the football field bleachers and press box is under way to completely upgrade these areas for ADA and structural long reported roof leak issues. All voids in attics and basements have been secured to prevent further infestations of non-occupied spaces. A new shade cover was installed at the HS Pool to provide adequate protection from the sun during summer activities.
3. A comprehensive plan to remodel all student restrooms are in the works to provide for ADA compliance and water savings fixtures. This work is expected to be performed in the next 12 months. Also, older drinking fountain units are being planned for replacement to accommodate ADA compliance and to promote bottle-filling use by students.

Last updated: 1/8/2019

## School Facility Good Repair Status

Year and month of the most recent FIT report: June 2018

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	HVAC not working consistently in shop.
<b>Interior:</b> Interior Surfaces	Poor	Water damage in rooms 6 & 7 ceilings. P8 has significant interior finishes damage. Areas in south gym lobby require wall surface repairs.
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Fair	Small animals beneath building causing damage to wiring. Bat screens installed at overhang in 2018. Mice found in electrical service panel in the stadium. Pest management needs to continue at turf areas for gophers. North gym had a bird nesting in attic areas. Closed off.
<b>Electrical:</b> Electrical	Good	Original elect. in basement requires repairs.
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Poor	All restrooms and drinking fountains require ADA updates.
<b>Safety:</b> Fire Safety, Hazardous Materials	Fair	No Fire alarm at swimming pool. No fire alarm or emergency exit lighting at the stadium.
<b>Structural:</b> Structural Damage, Roofs	Fair	Exterior doors on the south gym require replacement. New roof installed on south gym 2018. Ag/Woodshop building has had numerous roof repairs. Numerous leaks repaired at the ag mechanic building. Roof will require replacement in 2 years.  Press box at stadium has dry rot and bleachers are non-conforming.  New bleachers were installed in the north gym 2018.  New shad cloth needed at swimming pool.
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	Exterior doors of south gym require replacement. Paint booth in ag/woodshop requires updating. New windows installed in the north gym 2018.  Off-Street parking is dirt and should be paved for all weather surface use.

## Overall Facility Rate

Year and month of the most recent FIT report: June 2018

Overall Rating	Fair
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Last updated: 1/8/2019

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

#### CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016—17	School 2017—18	District 2016—17	District 2017—18	State 2016—17	State 2017—18
English Language Arts / Literacy (grades 3-8 and 11)	58.0%	59.0%	35.0%	39.0%	48.0%	50.0%
Mathematics (grades 3-8 and 11)	17.0%	16.0%	28.0%	30.0%	37.0%	38.0%

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

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 1/8/2019*

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2017—18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	100	98	98.00%	59.18%
Male	56	55	98.21%	54.55%
Female	44	43	97.73%	65.12%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	73	71	97.26%	54.93%
Native Hawaiian or Pacific Islander				
White	25	25	100.00%	76.00%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	66	66	100.00%	53.03%
English Learners	20	20	100.00%	15.00%
Students with Disabilities	--	--	--	
Students Receiving Migrant Education Services	--	--	--	
Foster Youth	--	--	--	

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*

### CAASPP Test Results in Mathematics by Student Group Grades Three through Eight and Grade Eleven (School Year 2017—18)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	100	98	98.00%	16.33%
Male	56	55	98.21%	--
Female	44	43	97.73%	23.26%
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	73	71	97.26%	14.08%
Native Hawaiian or Pacific Islander				
White	25	25	100.00%	24.00%
Two or More Races	--	--	--	
Socioeconomically Disadvantaged	66	66	100.00%	15.15%
English Learners	20	20	100.00%	5.00%
Students with Disabilities	--	--	--	
Students Receiving Migrant Education Services	--	--	--	
Foster Youth	--	--	--	

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*

## CAASPP Test Results in Science for All Students Grades Five, Eight and High School Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016-17	School 2017-18	District 2016-17	District 2017-18	State 2016-17	State 2017-18
Science (grades 5, 8, and high school)	N/A	N/A	N/A	N/A	N/A	N/A

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

Note: The 2016-17 and 2017-18 data are not available. The CDE is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was pilot-tested in spring 2017 and field-tested in spring 2018. The CAST will be administered operationally during the 2018-19 school year. The CAA for Science was pilot-tested for two years (i.e., 2016-17 and 2017-18) and the CAA for Science will be field-tested in 2018-19.

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAA for Science divided by the total number of students who participated on both assessments.

Last updated: 1/8/2019

## Career Technical Education (CTE) Programs (School Year 2017-18)

In addition to rigorous academic coursework that allows students to meet college and university entrance requirements, Pierce High School also offers numerous Career and Technical Education programs that provide knowledge and skills for post-secondary career opportunities. Pierce High School is proud to offer Career Pathway programs that can lead to certification or further education in the areas of:

- Agriculture and Natural Resources;
- Building and Construction;
- Finance and Business;
- Manufacturing and Product Development.

The Fall 2018 California School Dashboard reflects the vigilance that the school community places on Career Technical Education demonstration growth of 9% to 65% of students prepared in the CCI which places Pierce High School in the BLUE and a 98.1% Graduation Rate.

There is a memorandum of understanding between Pierce High School and local community colleges that allows our students to enroll concurrently (dual enrollment/articulated) in college classes. We offer school-to-career pathways, ROP classes (Regional Occupational Programs), and Advanced Placement courses that can be completed for college credit. Since the 2016-17 school year, several of our programs have now been articulated with Yuba and/or Woodland Community College. These dual-enrollment courses count for college credit and/or meet a-g requirements.

Last updated: 1/8/2019

## Career Technical Education (CTE) Participation (School Year 2017-18)

Measure	CTE Program Participation
Number of Pupils Participating in CTE	372
Percent of Pupils Completing a CTE Program and Earning a High School Diploma	19.0%
Percent of CTE Courses Sequenced or Articulated Between the School and Institutions of Postsecondary Education	95.0%

Last updated: 1/9/2019

## Courses for University of California (UC) and/or California State University (CSU) Admission

UC/CSU Course Measure	Percent
2017-18 Pupils Enrolled in Courses Required for UC/CSU Admission	100.0%
2016-17 Graduates Who Completed All Courses Required for UC/CSU Admission	30.2%





## State Priority: Other Pupil Outcomes

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

- Pupil outcomes in the subject area of physical education

### California Physical Fitness Test Results (School Year 2017—18)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
9	18.9%	25.2%	22.5%

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

Last updated: 1/8/2019

## C. Engagement

### State Priority: Parental Involvement

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

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

#### Opportunities for Parental Involvement (School Year 2018—19)

Parents can get involved in a variety of ways. All parents are encouraged to maintain communication about their student's progress by directly communicating with staff through email and voicemail. Information about activities is distributed regularly through the school website and Facebook as well as by our automated calling system. There are opportunities for participation on School Site Council, ELAC, Pierce Pride Foundation, and chaperoning and volunteering at numerous student activities.

The district office maintains a list of adults who have provided the necessary information, including fingerprint clearance, to help with chaperoning and/or transporting students for school events, and all parents are encouraged to do so.

For the 2017-18 school year we have added Math Nights to focus on educating parents on the new Math curriculum - CPM.

Pierce High School conducts 2 weeks of parent teacher conferences (1 week in the fall (September) and 1 week in the spring (March)) to have one on one meetings to discuss the academic, social and graduation progress of each student. Conferences are conducted by the student's advisory teacher

Pierce High School offered a 10 week series of workshops ("PIQE") September - November 2018 that allowed parents to have a forum with the principal as well as workshops to navigate parents through their child's high school experience. The principal will hold monthly round tables with the parent community February to May 2019 to continue the dialogue that was created from the Fall 2018

# State Priority: Pupil Engagement

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

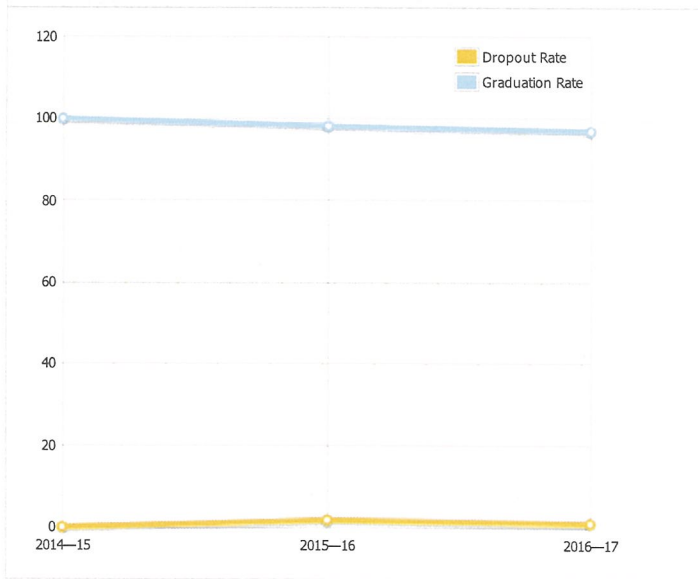
- High school dropout rates; and
- High school graduation rates

## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2014–15	School 2015–16	District 2014–15	District 2015–16	State 2014–15	State 2015–16
Dropout Rate	0.0%	1.8%	1.2%	4.1%	10.7%	9.7%
Graduation Rate	100.0%	98.2%	98.8%	95.1%	82.3%	83.8%

Indicator	School 2016–17	District 2016–17	State 2016–17
Dropout Rate	1.0%	1.8%	9.1%
Graduation Rate	97.0%	94.5%	82.7%

Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



For the formula to calculate the 2016–17 adjusted cohort graduation rate, see the 2017–18 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

### Completion of High School Graduation Requirements - Graduating Class of 2017 (One-Year Rate)

Student Group	School	District	State
All Students	91.4%	91.9%	88.7%
Black or African American	100.0%	100.0%	82.2%
American Indian or Alaska Native	0.0%	0.0%	82.8%
Asian	100.0%	100.0%	94.9%
Filipino	0.0%	0.0%	93.5%
Hispanic or Latino	93.2%	94.9%	86.5%
Native Hawaiian or Pacific Islander	0.0%	0.0%	88.6%
White	85.7%	83.3%	92.1%
Two or More Races	0.0%	0.0%	91.2%
Socioeconomically Disadvantaged	92.3%	92.9%	88.6%
English Learners	75.0%	77.8%	56.7%
Students with Disabilities	100.0%	100.0%	67.1%
Foster Youth	0.0%	0.0%	74.1%

# State Priority: School Climate

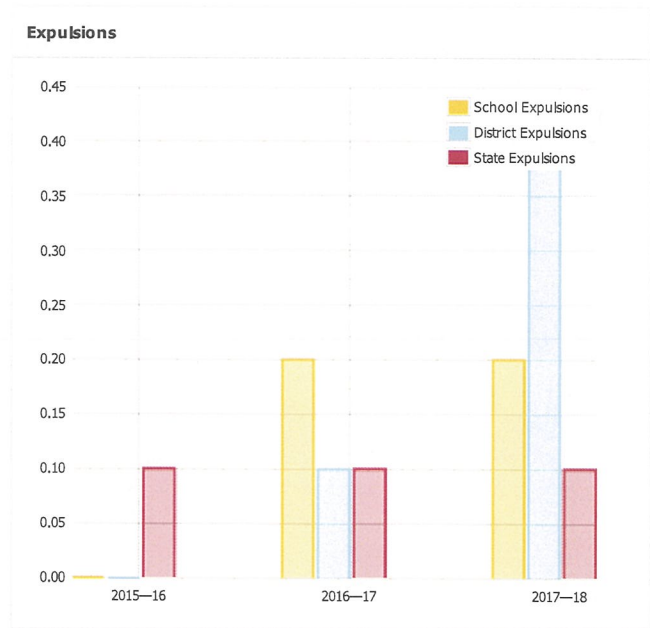
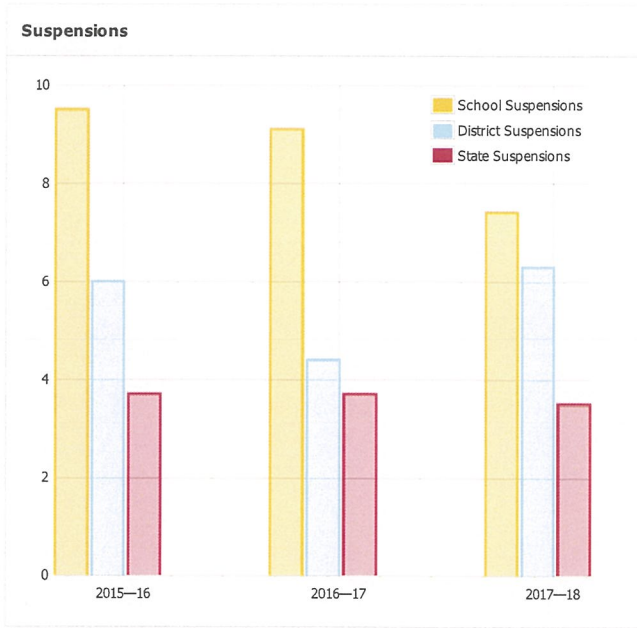
Last updated: 1/8/2019

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

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

## Suspensions and Expulsions

	School	School	School	District	District	District	State	State	State
Rate	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18
Suspensions	9.5%	9.1%	7.4%	6.0%	4.4%	6.3%	3.7%	3.7%	3.5%
Expulsions	0.0%	0.2%	0.2%	0.0%	0.1%	0.4%	0.1%	0.1%	0.1%



Last updated: 1/8/2019

## School Safety Plan (School Year 2018—19)

Pierce High School's Comprehensive School Safety Plan was updated and presented to the Site Council on October 23, 2018 and approved by the Pierce Joint Unified School District Governing Board on November 16, 2018. Pierce High School has a comprehensive Safe School Plan that addresses the school's climate and the school's physical environment.

Prior to the beginning of the academic school year, a Student Handbook is available to each family of students who attend Pierce High School. This handbook contains important information regarding the attendance policies, student activities, school resource information, expected student behaviors, and emergency preparedness procedures. The Student Handbook is also available in Spanish for our Spanish speaking families. Students and families can download the student handbook from the school's website.

Pierce High School is staffed with two administrators, two counselors (1-full time Guidance Counselor, 2-full time (but part time to Pierce High School) Behavioral & attendance counselors, a College and Career Technician, a school resource officer, a part time district school nurse, and an attendance clerk. They all assist in student safety, wellness, and campus security. The School Resource Officer helps promote a safe environment by assisting with campus security, being a resource to the students, and building positive relationships with the Pierce High School community.

Pierce High School is a closed campus. All visitors must sign in at the Attendance Office where it is logged into Raptor. Surveillance cameras have been installed on the campus grounds as well as in the Quad C, school buildings, the MPR and the gyms. There are plans for more cameras to be installed during the summer of 2019 in the Theatre and other areas.

Pierce High School conducts emergency preparedness drills as defined in Ed. Code, which includes earthquake, fire, and secure the building/lock down intruder drills. Training for all staff and faculty is provided throughout the year, and includes collaboration with the community such as Colusa County Sheriff Department

and the Arbuckle Fire Department.

Training for staff on Injury and Illness Prevention, Mandated Reporting, Teen Suicide Prevention and the like are provided by Keenan and must be completed by each staff member each year.

The district now has an app that is available on both iPhone and Android devices as well as the automated dialer system that will send push notifications and alert parents in emergency situations. Also, there is a brochure that contains information regarding what to do in the event of an emergency that has been given to every parent during parent teacher conferences and is available in the high school office.

*Last updated: 1/8/2019*

## **D. Other SARC Information**

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



**Average Class Size and Class Size Distribution (Secondary) (School Year 2015—16)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	19.0	15	10	
Mathematics	13.0	7	2	
Science	20.0	7	6	
Social Science	24.0	5	12	

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2016—17)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	21.0	11	11	
Mathematics	20.0	13	7	
Science	20.0	3	5	
Social Science	25.0	3	11	

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017—18)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	18.0	16	9	
Mathematics	19.0	15	5	1
Science	21.0	5	4	
Social Science	21.0	5	11	

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

*Last updated: 1/8/2019*

**Academic Counselors and Other Support Staff (School Year 2017—18)**

<b>Title</b>	<b>Number of FTE* Assigned to School</b>	<b>Average Number of Students per Academic Counselor</b>
Academic Counselor	1.0	405.0
Counselor (Social/Behavioral or Career Development)	0.1	N/A
Library Media Teacher (Librarian)	0.0	N/A
Library Media Services Staff (Paraprofessional)	0.0	N/A
Psychologist	0.2	N/A
Social Worker	0.0	N/A
Nurse	0.1	N/A
Speech/Language/Hearing Specialist	0.0	N/A
Resource Specialist (non-teaching)	0.0	N/A
Other	0.0	N/A

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

\*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Last updated: 1/8/2019

**Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2016—17)**

<b>Level</b>	<b>Total Expenditures Per Pupil</b>	<b>Expenditures Per Pupil (Restricted)</b>	<b>Expenditures Per Pupil (Unrestricted)</b>	<b>Average Teacher Salary</b>
School Site	\$8285.7	\$1237.9	\$7047.8	\$65404.0
District	N/A	N/A	\$8679.1	\$69467.0
Percent Difference – School Site and District	N/A	N/A	-23.0%	-6.0%
State	N/A	N/A	\$6574.0	\$63590.0
Percent Difference – School Site and State	N/A	N/A	7.0%	3.0%

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

Last updated: 1/9/2019

## Types of Services Funded (Fiscal Year 2017–18)

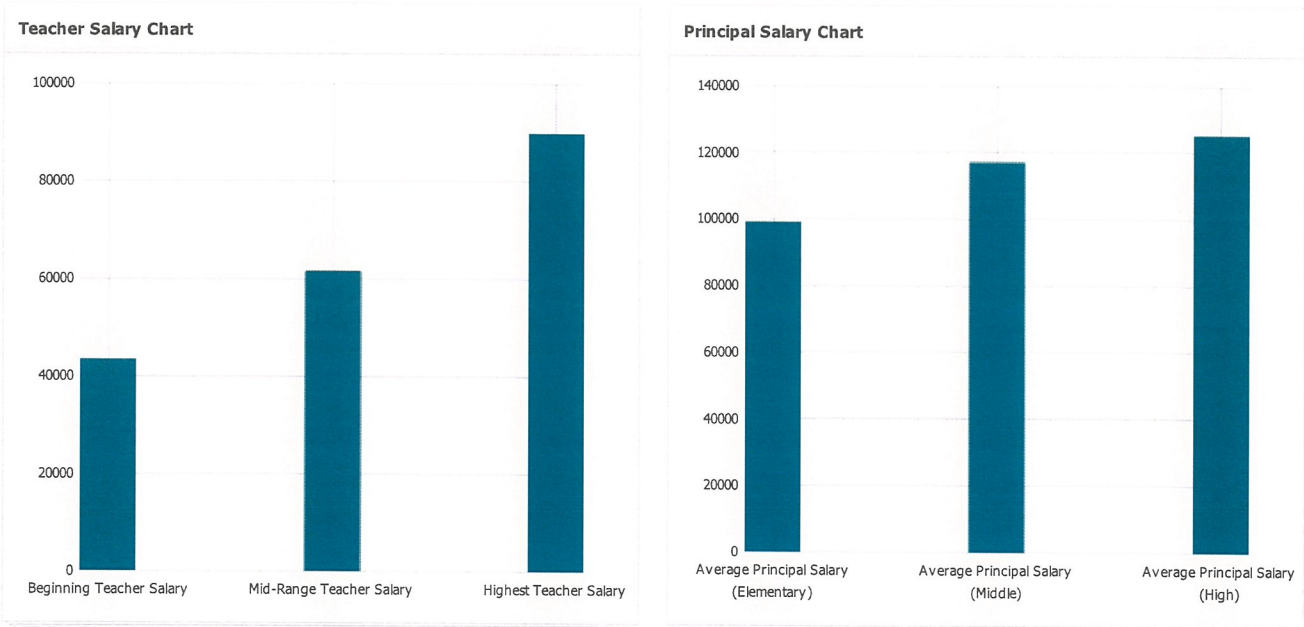
Intervention and supplemental services are provided both during and after the school day. 5 class periods of additional support for students still working toward English proficiency are included in the master schedule. Academic Support classes are offered to struggling students. There are 5 sections offered at Pierce High School. After school intervention and tutorial is offered in all academic areas by teachers 1-3 times per week.

Last updated: 1/8/2019

## Teacher and Administrative Salaries (Fiscal Year 2016–17)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43,384	\$42,990
Mid-Range Teacher Salary	\$61,614	\$61,614
Highest Teacher Salary	\$89,705	\$85,083
Average Principal Salary (Elementary)	\$99,148	\$100,802
Average Principal Salary (Middle)	\$117,172	\$105,404
Average Principal Salary (High)	\$125,241	\$106,243
Superintendent Salary	\$156,959	\$132,653
Percent of Budget for Teacher Salaries	35.0%	30.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

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



Last updated: 1/8/2019

**Advanced Placement (AP) Courses (School Year 2017—18)**

Subject	Number of AP Courses Offered*	Percent of Students In AP Courses
Computer Science	0	N/A
English	2	N/A
Fine and Performing Arts	0	N/A
Foreign Language	1	N/A
Mathematics	1	N/A
Science	0	N/A
Social Science	3	N/A
All Courses	7	18.4%

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

\*Where there are student course enrollments of at least one student.

*Last updated: 1/8/2019*

**Professional Development**

Every Wednesday students are released at 2:10 pm to allow time for teaching staff to collaborate in PLCs and/or as a whole group from 2:20 - 4:30 pm for teacher training/staff development.

Teachers are supported individually through goal setting based on student achievement data and progress conferences with the principal, and formal and informal classroom observation feedback from site administrators and external consultants.

In groups, teachers participate in collaboration as well as training led by site personnel and external consultants when needed. Examples include: Illuminate, Edmentum, Aeries, ERWC, CPM, Get Focused-Stay Focused, CollegeBoard (AP/PSAT/SAT), My10-YearPlan and the like.

*Last updated: 1/8/2019*

## Arbuckle Alternative High (Continuation)

### School Accountability Report Card Reported Using Data from the 2017–18 School Year California Department of Education

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

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

#### DataQuest

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

#### Internet Access

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



#### Dr. David Vujovich, Principal

Principal, Arbuckle Alternative High (Continuation)

#### About Our School

Welcome to Arbuckle Alternative High School (The Alt). Our continuation high school provides students 16 - 19 years old that are credit deficient and/or require a more flexible path toward meeting graduation requirements. The administration is shared with PHS and the teacher participates with PHS staff in all staff and professional development activities.

Parents, students and other community members play a vital role as partners in the educational process. Pierce Joint Unified School District enjoys strong community involvement which contributes significantly to the success of its programs and its position as a focal point of the community.

#### Contact

Arbuckle Alternative High (Continuation)  
966 Wildwood Rd.  
Arbuckle, CA 95912-9714

Phone: 530-476-2277  
E-mail: [dvujovich@pierce.k12.ca.us](mailto:dvujovich@pierce.k12.ca.us)

## About This School

### Contact Information (School Year 2018—19)

District Contact Information (School Year 2018—19)	
<b>District Name</b>	Pierce Joint Unified
<b>Phone Number</b>	(530) 476-2892
<b>Superintendent</b>	Carol Geyer
<b>E-mail Address</b>	<a href="mailto:cgeyer@pierce.k12.ca.us">cgeyer@pierce.k12.ca.us</a>
<b>Web Site</b>	<a href="http://www.pierce.k12.ca.us">www.pierce.k12.ca.us</a>

School Contact Information (School Year 2018—19)	
<b>School Name</b>	Arbuckle Alternative High (Continuation)
<b>Street</b>	966 Wildwood Rd.
<b>City, State, Zip</b>	Arbuckle, Ca, 95912-9714
<b>Phone Number</b>	530-476-2277
<b>Principal</b>	Dr. David Vujovich, Principal
<b>E-mail Address</b>	<a href="mailto:dvujovich@pierce.k12.ca.us">dvujovich@pierce.k12.ca.us</a>
<b>County-District-School (CDS) Code</b>	06616140630087

*Last updated: 1/8/2019*

### School Description and Mission Statement (School Year 2018—19)

Arbuckle Alternative High School is located adjacent to the Pierce High School campus and is the only alternative secondary program in the Pierce Joint Unified School District. Enrollment reported through 1/10/18 is 10 students. There are 6 males and 4 females.

**Arbuckle Alternative High School Vision Statement:**

Arbuckle Alternative High School strives to develop intrinsically motivated learners who take ownership of their learning to become responsible, innovative global citizens.

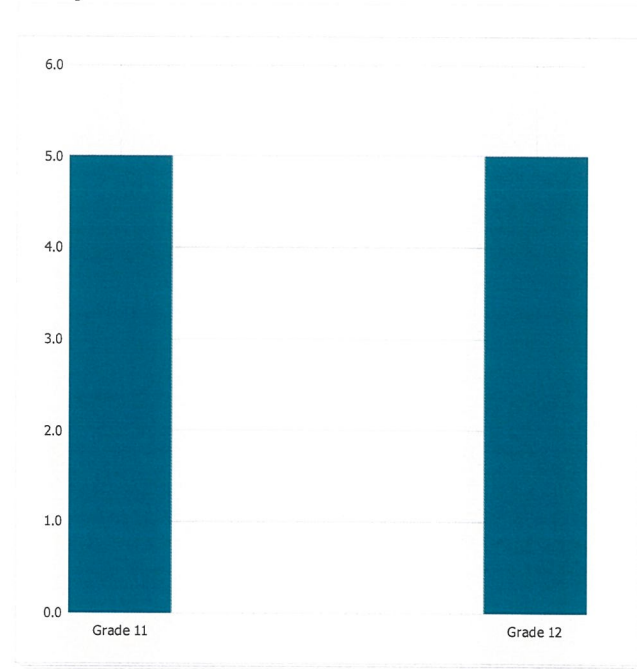
**Arbuckle Alternative High School Mission Statement:**

Arbuckle Alternative High School is committed to preparing academically proficient students for entrance and success in colleges, universities, and their chosen career. We provide academic and co-curricular experiences that develop socially and academically successful students.

*Last updated: 1/8/2019*

### Student Enrollment by Grade Level (School Year 2017—18)

Grade Level	Number of Students
Grade 11	5
Grade 12	5
Total Enrollment	10



Last updated: 1/8/2019

### Student Enrollment by Student Group (School Year 2017—18)

Student Group	Percent of Total Enrollment
Black or African American	10.0 %
American Indian or Alaska Native	%
Asian	%
Filipino	%
Hispanic or Latino	80.0 %
Native Hawaiian or Pacific Islander	%
White	10.0 %
Two or More Races	%
Other	0.0 %

Student Group (Other)	Percent of Total Enrollment
Socioeconomically Disadvantaged	90.0 %
English Learners	50.0 %
Students with Disabilities	10.0 %
Foster Youth	%

## A. Conditions of Learning

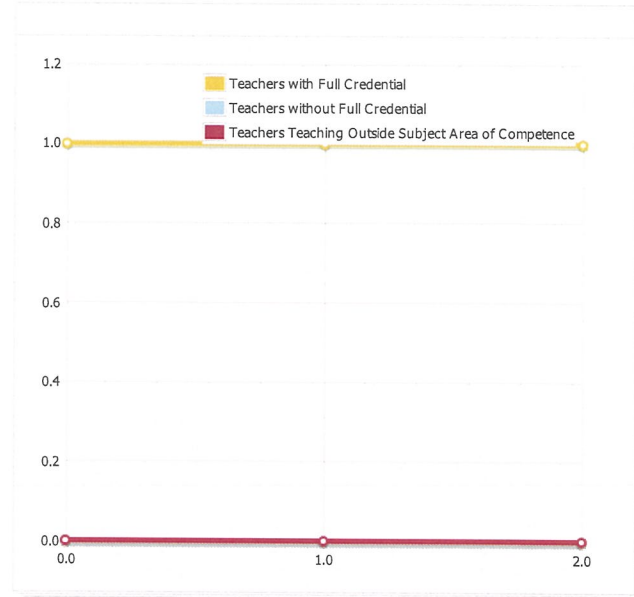
### State Priority: Basic

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

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

#### Teacher Credentials

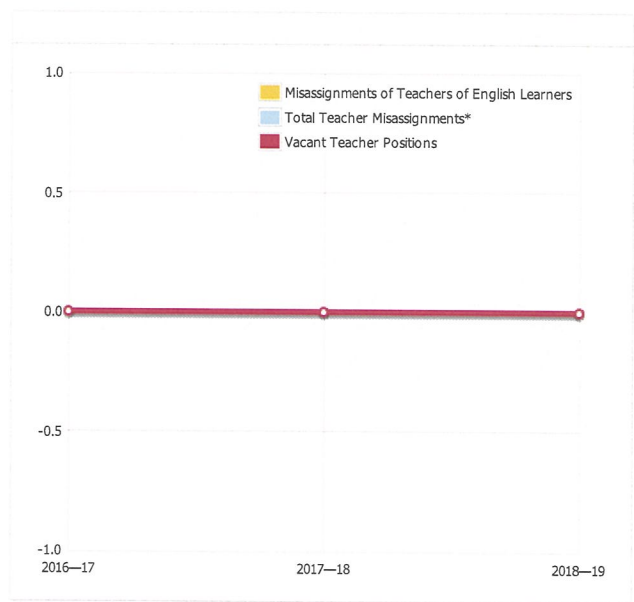
Teachers	School 2016—17	School 2017—18	School 2018—19	District 2018—19
With Full Credential	1	1	1	70
Without Full Credential	0	0	0	3
Teachers Teaching Outside Subject Area of Competence (with full credential)	0	0	0	3



Last updated: 1/8/2019

#### Teacher Misassignments and Vacant Teacher Positions

Indicator	2016—17	2017—18	2018—19
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	0



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

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

Last updated: 1/8/2019



**Quality, Currency, Availability of Textbooks and Instructional Materials (School Year 2018—19)**

Year and month in which the data were collected: January 2019

Subject	Textbooks and Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Holt Literature & Language Arts, 2011 Literature and Composition: Reading, Writing, Thinking, Bedford/St. Martins 2011	Yes	0.0 %
Mathematics	AGS Publishing Algebra, 2004	Yes	0.0 %
Science	AGS Publishing General Science, 2004	Yes	0.0 %
History-Social Science	Geography, Prentice Hall 2006 World History, Glencoe 2006 US History, Glencoe 2006 American Government, Prentice Hall 2006	Yes	0.0 %
Foreign Language			0.0 %
Health	Holt Health, 2005	Yes	0.0 %
Visual and Performing Arts	The Visual Experience, Davis 2005	Yes	0.0 %
Science Lab Eqpmt (Grades 9-12)	N/A	N/A	0.0 %

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

Last updated: 1/8/2019

**School Facility Good Repair Status**

Year and month of the most recent FIT report: June 2018

System Inspected	Rating	Repair Needed and Action Taken or Planned
<b>Systems:</b> Gas Leaks, Mechanical/HVAC, Sewer	Good	
<b>Interior:</b> Interior Surfaces	Good	
<b>Cleanliness:</b> Overall Cleanliness, Pest/Vermin Infestation	Good	
<b>Electrical:</b> Electrical	Good	
<b>Restrooms/Fountains:</b> Restrooms, Sinks/Fountains	Good	
<b>Safety:</b> Fire Safety, Hazardous Materials	Good	
<b>Structural:</b> Structural Damage, Roofs	Good	
<b>External:</b> Playground/School Grounds, Windows/Doors/Gates/Fences	Good	

**Overall Facility Rate**

Year and month of the most recent FIT report: June 2018

Overall Rating	Good
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Last updated: 1/8/2019

## B. Pupil Outcomes

### State Priority: Pupil Achievement

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

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

#### CAASPP Test Results in ELA and Mathematics for All Students Grades Three through Eight and Grade Eleven Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2016—17	School 2017—18	District 2016—17	District 2017—18	State 2016—17	State 2017—18
English Language Arts / Literacy (grades 3-8 and 11)			35.0%	39.0%	48.0%	50.0%
Mathematics (grades 3-8 and 11)			28.0%	30.0%	37.0%	38.0%

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

Note: ELA and Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

*Last updated: 1/8/2019*

**CAASPP Test Results in ELA by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2017—18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	--	--	--	
Male	--	--	--	
Female	--	--	--	
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	--	--	--	
Native Hawaiian or Pacific Islander				
White				
Two or More Races				
Socioeconomically Disadvantaged	--	--	--	
English Learners	--	--	--	
Students with Disabilities				
Students Receiving Migrant Education Services	--	--	--	
Foster Youth	--	--	--	

Note: ELA test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*

**CAASPP Test Results in Mathematics by Student Group  
Grades Three through Eight and Grade Eleven (School Year 2017—18)**

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Met or Exceeded
All Students	--	--	--	
Male	--	--	--	
Female	--	--	--	
Black or African American	--	--	--	
American Indian or Alaska Native				
Asian				
Filipino				
Hispanic or Latino	--	--	--	
Native Hawaiian or Pacific Islander				
White				
Two or More Races				
Socioeconomically Disadvantaged	--	--	--	
English Learners	--	--	--	
Students with Disabilities				
Students Receiving Migrant Education Services	--	--	--	
Foster Youth	--	--	--	

Note: Mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAAs divided by the total number of students who participated in both assessments.

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

Note: The number of students tested includes all students who participated in the test whether they received a score or not; however, the number of students tested is not the number that was used to calculate the achievement level percentages. The achievement level percentages are calculated using only students who received scores.

*Last updated: 1/8/2019*

**CAASPP Test Results in Science for All Students  
 Grades Five, Eight and High School  
 Percentage of Students Meeting or Exceeding the State Standard**

<b>Subject</b>	<b>School 2016–17</b>	<b>School 2017–18</b>	<b>District 2016–17</b>	<b>District 2017–18</b>	<b>State 2016–17</b>	<b>State 2017–18</b>
Science (grades 5, 8, and high school)	N/A	N/A	N/A	N/A	N/A	N/A

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

Note: The 2016–17 and 2017–18 data are not available. The CDE is developing a new science assessment based on the Next Generation Science Standards for California Public Schools (CA NGSS). The new California Science Test (CAST) was pilot-tested in spring 2017 and field-tested in spring 2018. The CAST will be administered operationally during the 2018–19 school year. The CAA for Science was pilot-tested for two years (i.e., 2016–17 and 2017–18) and the CAA for Science will be field-tested in 2018–19.

Note: Science test results include the CAST and the CAA for Science. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the CAST plus the total number of students who met the standard (i.e., achieved Level 3–Alternate) on the CAA for Science divided by the total number of students who participated on both assessments.

*Last updated: 1/8/2019*

## State Priority: Other Pupil Outcomes

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

- Pupil outcomes in the subject area of physical education

## C. Engagement

### State Priority: Parental Involvement

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

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

#### Opportunities for Parental Involvement (School Year 2018—19)

All parents are encouraged to maintain communication about their student's progress by directly communicating with staff through email and voicemail. We have also implemented School Messenger for auto-calls, text messages and emails.

There are opportunities for participation on School Site Council and ELAC. Printed information is provided annually to to parents on the function and opportunities to participate in these groups. Meeting times and minutes are also posted publicly.

Pierce High School/Arbuckle Alternative High School offer informational and open forum meetings ("Paw Talks in 2017 and then moved to PIQE in 2018") that allow parents to have a round table forum with the principal as well as a workshops to navigate parents through their child's high school experience.

Arbuckle Alternative High School conducts 2 weeks of parent teacher conferences (1 in the fall and 1 in the spring) to have one on one meetings to discuss the progress of each student. Conferences are conducted by the classroom teacher.

# State Priority: Pupil Engagement

Last updated: 1/8/2019

The SARC provides the following information relevant to the State priority: Pupil Engagement (Priority 5):

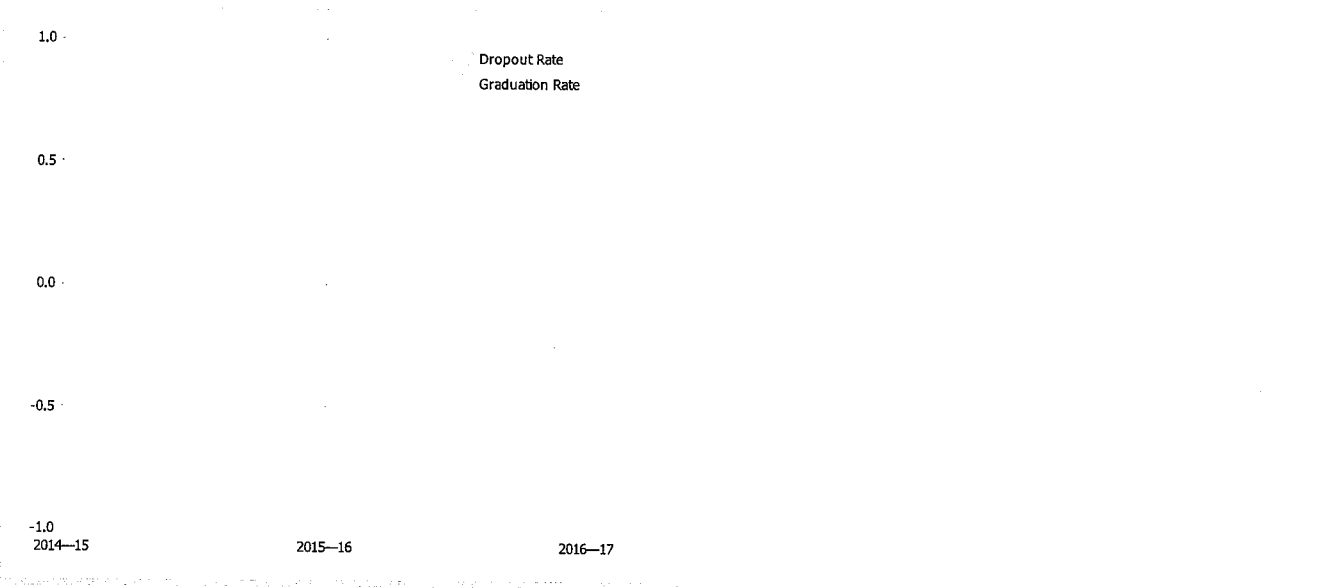
- High school dropout rates; and
- High school graduation rates

## Dropout Rate and Graduation Rate (Four-Year Cohort Rate)

Indicator	School 2014—15	School 2015—16	District 2014—15	District 2015—16	State 2014—15	State 2015—16
Dropout Rate	--	--	1.2%	4.1%	10.7%	9.7%
Graduation Rate	--	--	98.8%	95.1%	82.3%	83.8%

Indicator	School 2016—17	District 2016—17	State 2016—17
Dropout Rate	--	1.8%	9.1%
Graduation Rate	--	94.5%	82.7%

### Dropout/Graduation Rate (Four-Year Cohort Rate) Chart



For the formula to calculate the 2016—17 adjusted cohort graduation rate, see the 2017—18 Data Element Definitions document located on the SARC web page at <https://www.cde.ca.gov/ta/ac/sa/>.

Last updated: 1/8/2019



**Completion of High School Graduation Requirements - Graduating Class of 2017  
(One-Year Rate)**

<b>Student Group</b>	<b>School</b>	<b>District</b>	<b>State</b>
All Students	100.0%	91.9%	88.7%
Black or African American	0.0%	100.0%	82.2%
American Indian or Alaska Native	0.0%	0.0%	82.8%
Asian	0.0%	100.0%	94.9%
Filipino	0.0%	0.0%	93.5%
Hispanic or Latino	100.0%	94.9%	86.5%
Native Hawaiian or Pacific Islander	0.0%	0.0%	88.6%
White	50.0%	83.3%	92.1%
Two or More Races	0.0%	0.0%	91.2%
Socioeconomically Disadvantaged	100.0%	92.9%	88.6%
English Learners	100.0%	77.8%	56.7%
Students with Disabilities	50.0%	100.0%	67.1%
Foster Youth	0.0%	0.0%	74.1%

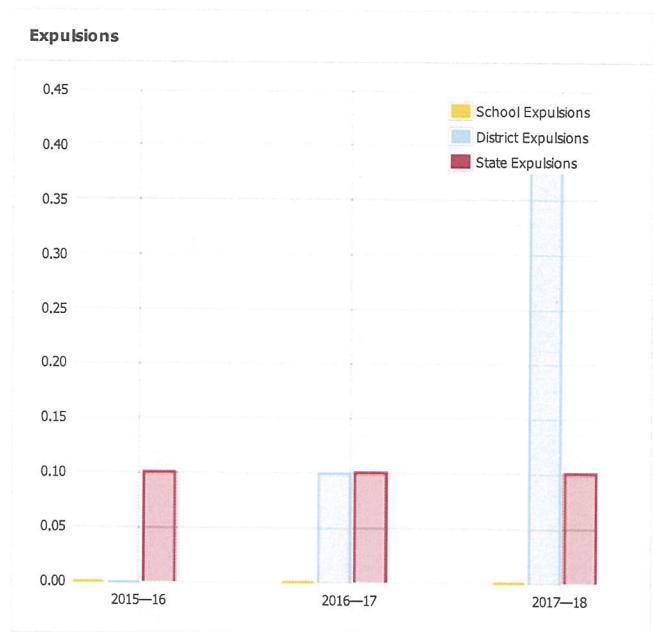
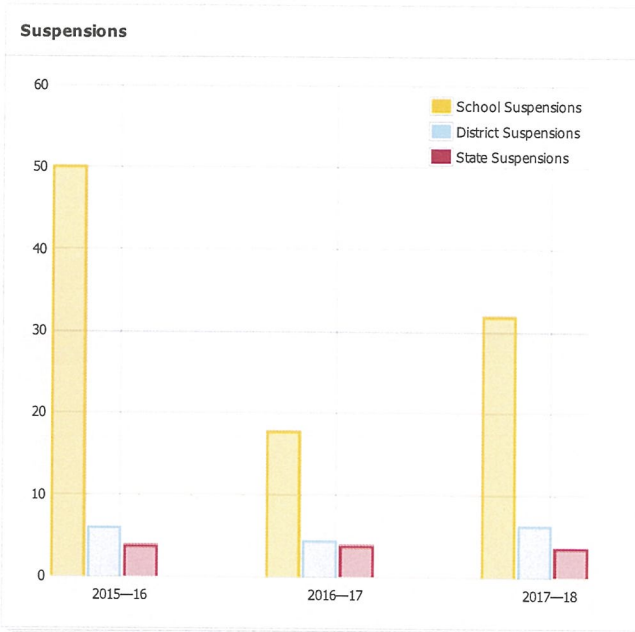
# State Priority: School Climate

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

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

## Suspensions and Expulsions

	School	School	School	District	District	District	State	State	State
Rate	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18	2015—16	2016—17	2017—18
Suspensions	50.0%	17.7%	31.8%	6.0%	4.4%	6.3%	3.7%	3.7%	3.5%
Expulsions	0.0%	0.0%	0.0%	0.0%	0.1%	0.4%	0.1%	0.1%	0.1%



Last updated: 1/8/2019

## School Safety Plan (School Year 2018—19)

Arbuckle Alternative High School's Comprehensive School Safety Plan was updated and presented to the Site Council on October 23, 2018 and approved by the Pierce Joint Unified School District Governing Board on November 16, 2018. Pierce/Arbuckle Alternative High School has a comprehensive Safe School Plan that addresses the school's climate and the school's physical environment.

Prior to the beginning of the academic school year, a Student Handbook is available to each family of students who attend Arbuckle Alternative High School. This handbook contains important information regarding the attendance policies, student activities, school resource information, expected student behaviors, and emergency preparedness procedures. The Student Handbook is also available in Spanish for our Spanish speaking families. Students and families can download the student handbook from the school's website.

Pierce High School is staffed (and Arbuckle Alternative HS students have access to) with two administrators, two counselors (1-full time Guidance Counselor, 2-full time (but part time to Pierce High School) Behavioral & attendance counselors, a College and Career Technician, a school resource officer, a part time district school nurse, and an attendance clerk. They all assist in student safety, wellness, and campus security. The School Resource Officer helps promote a safe environment by assisting with campus security, being a resource to the students, and building positive relationships with the Arbuckle Alternative/Pierce High School community.

Arbuckle Alternative/Pierce High School is a closed campus. All visitors must sign in at the Attendance Office where it is logged into Raptor. Surveillance cameras have been installed on the campus grounds as well as in the Quad C, school buildings, the MPR and the gyms. There are plans for more cameras to be installed during the summer of 2019 in the Theatre and other areas.

Arbuckle Alternative/Pierce High School conducts emergency preparedness drills as defined in Ed. Code, which includes earthquake, fire, and secure the building/lock down intruder drills. Training for all staff and faculty is provided throughout the year, and includes collaboration with the community such as Colusa

County Sheriff Department and the Arbuckle Fire Department.

Training for staff on Injury and Illness Prevention, Mandated Reporting, Teen Suicide Prevention and the like are provided by Keenan and must be completed by each staff member each year.

The district now has an app that is available on both iPhone and Android devices as well as the automated dialer system that will send push notifications and alert parents in emergency situations. Also, there is a brochure that contains information regarding what to do in the event of an emergency that has been given to every parent during parent teacher conferences and is available in the high school office.

*Last updated: 1/8/2019*

## **D. Other SARC Information**

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2015—16)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	6.0	7		
Mathematics	9.0	3		
Science	5.0	4		
Social Science	6.0	5		

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2016—17)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	5.0	3		
Mathematics	1.0	1		
Science	3.0	4		
Social Science	3.0	8		

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

**Average Class Size and Class Size Distribution (Secondary) (School Year 2017—18)**

Subject	Average Class Size	Number of Classes * 1-20	Number of Classes * 21-32	Number of Classes * 33+
English	3.0	6		
Mathematics	9.0	1		
Science	1.0	1		
Social Science	5.0	2		

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

Last updated: 1/8/2019

**Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2016—17)**

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	\$18858.4	\$0.0	\$18858.4	\$78404.0
District	N/A	N/A	\$8679.1	\$69467.0
Percent Difference – School Site and District	N/A	N/A	54.0%	11.0%
State	N/A	N/A	\$6574.0	\$63590.0
Percent Difference – School Site and State	N/A	N/A	65.0%	19.0%

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

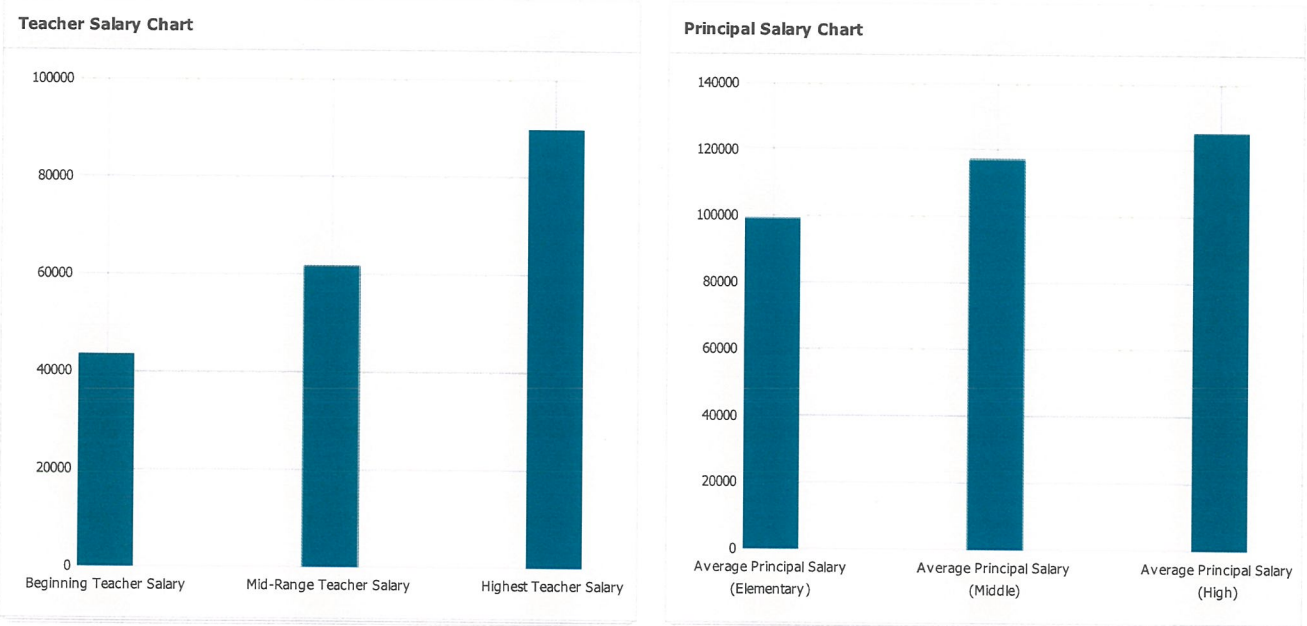
Last updated: 1/9/2019

**Teacher and Administrative Salaries (Fiscal Year 2016—17)**

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	\$43,384	\$42,990

Mid-Range Teacher Salary	\$61,614	\$61,614
Highest Teacher Salary	\$89,705	\$85,083
Average Principal Salary (Elementary)	\$99,148	\$100,802
Average Principal Salary (Middle)	\$117,172	\$105,404
Average Principal Salary (High)	\$125,241	\$106,243
Superintendent Salary	\$156,959	\$132,653
Percent of Budget for Teacher Salaries	35.0%	30.0%
Percent of Budget for Administrative Salaries	7.0%	6.0%

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



Last updated: 1/8/2019

**Professional Development**

Every Wednesday students are released at 2:10 pm to allow time for teaching staff to collaborate in PLCs and/or as a whole group from 2:20 - 4:30 pm for teacher training/staff development.

Teachers are supported individually through goal setting based on student achievement data and progress conferences with the principal, and formal and informal classroom observation feedback from site administrators and external consultants.

Last updated: 1/8/2019

**Pierce Joint Unified School District  
2019/20 SCHOOL ATTENDANCE CALENDAR  
DRAFT**

AUG					2		AUG 2 NEW TEACHER ORIENTATION
AUG		#5	#6	#7	8	9	AUG 5 BACK TO SCHOOL BREAKFAST/STAFF DEVELOPMENT DAY
AUG		12	13	14	15	16	AUG 6-7 STAFF DEVELOPMENT DAY/TEACHER WORK DAY
AUG		19	20	21	22	23	AUG 8 FIRST DAY OF SCHOOL ATTENDANCE
AUG	1st	26	27	28	29	30	17
SEP		[2]	3	4	5	6	
SEP		9	10	11	12	13	SEPT 2 LABOR DAY
SEP		16	17	18	19	20	
SEP	2nd	23	24	25	26	27	19
SEP/OCT		30	1	2	3	4	
OCT		7	8	9	10	11	OCT 11 END OF 1ST QTR.( 47 DAYS) FOR JJH/PHS
OCT		<14>	15	16	17	18	OCT 14 COLUMBUS DAY
OCT	3rd	21	22	23	24	25	19
OCT/NOV		28	29	30	31	1	
NOV		*4	*5	*6	*7	*8	NOV 1 END OF 1st TRIMESTER (61 days) FOR AES/GI
NOV		[11]	12	13	14	15	NOV 4-8 MINIMUM DAYS-PARENT CONFERENCE WEEK
NOV	4th	18	19	20	21	22	19
NOV		<25>	<26>	[27]	[28]	[29]	NOV 25-29 THANKSGIVING BREAK
DEC		2	3	4	5	6	
DEC		9	10	11	12	13	DEC 20 MINIMUM DAY - END OF 2ND QUARTER (42 days) FOR JJH/PHS
DEC	5th	16	17	18	19	*20	15
DEC							DEC 23-JAN 10 WINTER BREAK
JAN		13	14	15	16	17	
JAN		[20]	21	22	23	24	JAN 20 MARTIN LUTHER KING DAY
JAN/FEB		27	28	29	30	31	
FEB	6th	3	4	5	6	7	19
FEB		10	11	12	13	14	
FEB		[17]	18	19	20	21	FEB 17 PRESIDENT'S DAY
FEB/MAR		24	25	26	27	28	FEB 28 END OF 2ND TRIMESTER (61 days) FOR AES/GI
MAR	7th	2	3	4	5	6	19
MAR		9	10	11	12	13	MAR 13 END OF 3RD QUARTER (42 DAYS) FOR JJH/PHS
MAR		*16	*17	*18	*19	*20	MAR 16 - 20 MINIMUM DAYS - PARENT CONFERENCE WEEK
MAR		23	24	25	26	27	
MAR/APR	8th	30	31	1	2	3	20
APR		6	7	8	9	<10>	
APR		<13>	<14>	<15>	<16>	<17>	APR 10 - APR 17 SPRING BREAK
APR		20	21	22	23	24	
APR/MAY	9th	27	28	29	30	1	14
MAY		4	5	6	7	8	
MAY		11	12	13	14	15	MAY 25 MEMORIAL DAY
MAY		18	19	20	21	22	MAY 28 - MAY 29 MINIMUM DAYS
MAY	10th	[25]	26	27	*28	*29	19
							MAY 29 END OF 3RD TRIMESTER (58 days) FOR AES/GI - END OF 4TH QUARTER (49 days) FOR JJH/PHS

\* = MINIMUM DAY  
<>=LOCAL HOLIDAY  
[] = LEGAL HOLIDAY  
#=NON INSTRUCTIONAL DAY

180 STUDENT ATTENDANCE DAYS  
1 TEACHER WORK DAY  
6 STAFF DEVELOPMENT DAYS  
187 TOTAL DAYS OF SERVICE

**GRADUATION:**  
ALTERNATIVE HIGH SCHOOL: May 27,2020  
JOHNSON JUNIOR HIGH: May 28, 2020  
PIERCE HIGH SCHOOL: May 29 2020

**Staff Development/Work Day Schedule**

3 days August 5, 6 and 7: (one day is a work day) ALL SITES  
4 days Embedded on Wednesdays (4:30 p.m.): ALL SITES

Board Approved:

**SCHOOL START/END**

**First Day of School:**

August 8, 2019

**Last Day of School:**

May 29, 2020



# Pierce Joint Unified School District 2019/20 Student Calendar

**IMPORTANT DATES:**

**HOLIDAYS:**

**Labor Day**

September 2, 2019

**Columbus Day**

October 14, 2019

**Veteran's Day**

November 11, 2019

**Thanksgiving Break**

November 25-29, 2019

**Winter Break**

December 23, 2019 - January 10, 2020

**Martin Luther King Day**

January 20, 2020

**President's Day**

February 17, 2020

**Spring Break**

April 10 - 17, 2020

**Memorial Day**

May 25, 2020

**PARENT CONFERENCES:**

**November 4 - 8, 2019 Minimum Days**

**March 16 - 20, 2020 Minimum Days**

JULY 2019				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

AUGUST 2019				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

SEPTEMBER 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER 2019				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

November 2019				
M	T	W	T	F
				1
*4	*5	*6	*7	*8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

December 2019				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	*20
23	24	25	26	27
30	31			

January 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February 2020				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March 2020				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
*16	*17	*18	*19	*20
23	24	25	26	27
30	31			

April 2020				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

May 2020				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	*28	*29

June 2020				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

*"Students First"*



**LEGEND:**

■ Non School Day

\* Minimum Day - All Sites

○ End of Semester JJH/PHS

**GRADUATION:**

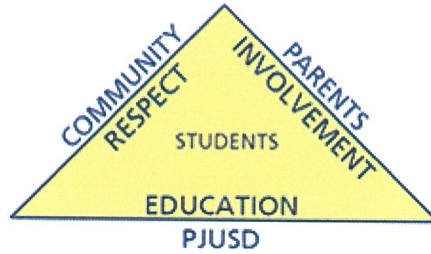
Arbuckle Alternative School: May 27, 2020

Johnson Junior High School: May 28, 2020

Pierce High School: May 29, 2020



# Pierce Joint Unified School District



## AFTER SCHOOL EDUCATION AND SAFETY PROGRAM PLAN

Prepared by:

Carol Geyer, Superintendent  
Summer Shadley, Principal  
Jessica Geierman, Principal  
December 5, 2018



# After School Program Plan

Grant ID Number: 06-23939-6160-EZ

County District School (CDS) Code: 06-61614-0000000

**Indicate the appropriate scope of the plan from the following:**

Local Educational Agency (LEA)

## **Authorized Signatory**

Name and Title: *Daena Meras, Chief Business Official*

Phone: (530) 476-2892

Email: *dmeras@pierce.k12.ca.us*

## Names of After School Program Sites

Site Name	Project Daily Attendance
1. Arbuckle Elementary	#84
2. Grand Island Elementary	#40
3. Lloyd G. Johnson Jr. High	#46

Arbuckle Elementary	
Target Population	Percentage of School Population
➤ English Learners	54%
➤ Economically Disadvantaged	73%
➤ Below Grade Level	ELA 56%    Math 60%

Grand Island Elementary	
Target Population	Percentage of School Population
➤ English Learners	80%
➤ Economically Disadvantaged	96%
➤ Below Grade Level	ELA 83%    Math 79%

Lloyd G. Johnson Jr. High	
Target Population	Percentage of School Population
➤ English Learners	26.2%
➤ Economically Disadvantaged	75.4%
➤ Below Grade Level	ELA 64%    Math 72%

# **After School Education and Safety Program Plan**

## **1–Safe and Supportive Environment:**

It is our program goal to provide a safe and supportive learning environment that provides for the developmental, social-emotional, and physical needs of students and staff. We have the following measures and initiatives in place to create safety procedures that are aligned with the instructional day:

1. All paraeducators are CPR and first aid certified
2. Each site has access to a phone line during program hours
3. Staff is trained in Crisis Prevention Intervention (CPI)
4. Staff received trauma informed training
5. Site safety plans are reviewed bi-annually with ASES staff
6. Fire drills and lockdown drills are performed 1x/trimester and are logged

In addition to the above safety measures the ASES program staff also integrates several programs designed to create a positive learning environment. Each of these programs are an extension from the regular instructional day. The following are the programs:

1. Suite 360
2. 5 Finger Rule
3. Conflict Facilitation
4. Structured team building activities

ASES staff communicates regularly with the site administrators and have access to district counselors for students.

## **2–Active and Engaged Learning:**

Our program aims to offer learning activities that are engaging and fun for students. The ASES programs have access to Chromebooks that are used for research and learning programs. The learning programs are an extension of the the regular school day and are used to enhance student learning. Each program has a focus on STEM and fine arts and displays group projects and individual student work. Each ASES program has a youth leadership team that provides input and feedback on activities and projects. The leadership team meets bi weekly with the ASES site leader to create the plan.

## **3–Skill Building:**

Our program strives to provide activities and learning opportunities that enhance the academic achievement of students. The ASES staff works together with classroom teachers to target students who are below grade level. These students receive extra time daily to work on online learning programs, group reading activities, individualized learning needs, and are paired with students as mentors to read and play learning games.

#### **4–Youth Voice and Leadership:**

Student surveys are given to participants in the ASES program and are analyzed by ASES staff annually. Feedback from survey is used to make modifications to the program. Youth leadership teams are emphasized in our ASES programs. The teams help plan enrichment projects with the ASES staff. In addition to the leadership teams we also extend our conflict facilitation process from the regular school day through the ASES program. Through this program student leaders are used to help facilitate conflicts among their peers. Students in the ASES programs participate in service learning projects that serve their school and community. Students setup for community events and often create decorations and signs. It is our goal to provide opportunities to students that are meaningful and help develop opportunities to grow as leaders.

#### **5–Healthy Choices and Behaviors:**

Our programs aim to promote student well-being through opportunities to learn about balanced nutrition and physical activity. Healthy nutrition is emphasized through weekly lessons taught by the ASES program staff. In addition, our program partners with UC Extension to provide nutrition education and classes on healthy cooking. Our programs provide a balanced snack for the students each day. Examples of snack that may be served are: apple and string cheese, graham crackers and yogurt and a granola bar and milk. Our students are given 30 minutes of structured physical education time and an additional 20 minutes of outdoor play.

#### **6–Diversity, Access, and Equity:**

Our program is advertised and open to all students regardless of sex, race, ethnicity, and/or economic status. Bilingual ASES staff are an integral part of our program and are available to communicate with parents of English Learners. All communication regarding the program is sent out in English and in Spanish. Our staff has also undergone training on working with students who have experienced trauma. Activities and lessons are taught that celebrate students' cultural backgrounds. These are often done through art.

#### **7–Quality Staff:**

All ASES staff are hired by the district office which has done a thorough check to ensure all paras have met the minimum requirements of an instructional aide. Open job positions are flown through edjoin.org, posted on district and site web pages, sent through email to all district staff, and are flown in the local newspaper.

Staff participate in weekly staff development at their respective sites. These staff development opportunities are designed and planned by the site leader. The district ASES staff meet on a monthly basis for staff development that has been planned by the site leads. The site leads meet with the program coordinators and review staff survey data to plan staff development that is relevant. All staff development opportunities are tracked in Google Docs and shared with site coordinator and administrator.

## **8–Clear Vision, Mission, and Purpose:**

Our program serves students who live in rural areas. Our communities lack a sufficient number of licensed daycare facilities and there are no youth centers in our area. 70% of our students are economically disadvantaged and 61% of our students are below grade level in ELA and 71% in math. The program utilizes staff, parent and student surveys as well as the Healthy Kids Survey for parents and staff to assess needs of the program. The site and district ASES staff collaborate amongst each other to analyze local data and coordinate with school staff to create a seamless program between the regular school day and the after school program. The purpose of our program is to provide a safe and enriching program that supports and enhances academic instruction that our students receive during the regular day.

Program Goals:

1. To support and supplement academic instruction that students receive in their regular classes with tutoring and homework help.
2. To provide a safe environment where students are supported emotionally, behaviorally and physically.
3. To provide ongoing continuous training to staff in order to build their capacities to deliver an exemplary program.

Site ASES staff, parent, regular day teacher and student surveys are given annually to measure program quality and effectiveness. The site ASES team analyzes survey data and adjusts the Quality Program Improvement Plan to reflect the needs of the program.

## **9–Collaborative Partnerships:**

The collaborative partners that will be involved in the process to plan, implement and update the after school program plan will include the site principals, the after school program site leads, the after school program staff and the superintendent.

Collaborative Members and/or Parallel Programs include:

1. Arbuckle Parks and Recreation – basketball league on site, ASES students participate
2. Sacred Heart Parish – catechism offered as a parallel program
3. Arbuckle Little League – baseball practices on site, ASES students participate
4. UC, Davis Cooperative Extension – provide curriculum resources and training

## **10–Continuous Quality Improvement:**

Our program is designed with continuous improvement as the foundation of change. Since 2015 the programs have created a Quality Program Improvement Plan. This plan is monitored throughout the year and modified at years end to reflect the needs of the program based on program evaluation. The programs are evaluated through staff, parent and student surveys. These surveys are administered and reviewed annually. Data analysis is done on computer based learning programs to determine effectiveness in ASES. These programs include SAM, Lexia, Compass Learning and Edugenuity. Site leads communicate weekly with classroom teachers to ensure student targets are being met and homework is being completed. Illuminate will be used to monitor student progress.

ASES leads will meet with site coordinator on a monthly basis to review and monitor progress on QPIP and review ASES program data.

## **11–Program Management:**

Under the leadership of PJUSD's Chief Business Official, superintendent, and site administrators, the program implements sound fiscal planning and management with clear adherence to local, state, and federal audit requirements and ensure that 85% of funding is used for direct services. Evidence is provided through internal documents and CDE reports. PJUSD coordinates with federal, state, and local programs to achieve the most effective use of public funds and other resources. Since the inception of the ASES grant, February 2007, funding has been provided exclusively by the ASES funding.

The After School programs are supported by countywide in-kind contributions, human resources and participation by various agencies. This is attributed to the active alignment between district, school, county, and program goals, and community, student, and parent needs. The Programs have been highly effective in sharing school classrooms, computer labs, libraries, multi-purpose rooms, kitchen facilities, playground and sports equipment, staff room space, office equipment, and staff. Program schools have multiple outdoor fields, play areas, and gardens.

ASES site lead staff take manual attendance at the beginning of each program day. This attendance is then given to a regular-day attendance clerk to input into the Aeries student management system. When students leave the program early on a given day, the student is signed out and the appropriate early release code is recorded next to their name on the roll sheet.

## **12–Sustainability:**

District and program staff meet annually to review fiscal status of program and analyze budget. Our program has historically had a waiting list due to the high need of students and families in our community. The district ensures sustainability by making in-kind contributions to the program.

**Pierce Joint Unified School District  
Job Description**

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**JOB TITLE:** Maintenance and Operations Manager

**SALARY SCHEDULE:** Classified Management

**REPORTS TO:** Director of Facilities and Capital Projects      **BOARD APPROVED:**

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**SUMMARY:** Under the direction of the Director of Facilities and Capital Projects, the Maintenance and Operations Manager plans, organizes, coordinates and manages the District custodial activities; ensures the proper care, cleaning and housekeeping of District buildings and other areas. The Maintenance and Operations Manager inspects facilities, coordinates and prioritizes work projects; assigns, reviews and evaluates the work of assigned operations personnel involved in District-wide work assignments.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Plans, organizes, coordinates, and oversees day-to-day custodial activities; ensures the proper and efficient cleaning and upkeep of District buildings and facilities.
- Supervises and evaluates the performance of assigned staff.
- Coordinates with administration to complete projects/work orders timely and efficiently.
- Assists in creation of annual M&O Budgets and monitors budget expenditures.
- Inspects facilities, systems and their components for the purpose of identifying necessary repairs. Draft annual FIT (Facility Inspection Tool) Report for approval by Supervisor.
- Oversees the District's grounds maintenance program.
- Manage the execution of the District's comprehensive preventive maintenance program for all aspects of building maintenance.
- Possesses knowledge of finishes of walls and other surfaces (e.g. undercoat, sizing, texture, tints, plaster, etc.) for the purpose of providing direction for finishing new construction and/or preparing surfaces after repairs.
- Oversees maintenance, grounds and custodial personnel as assigned for the purpose of maximizing the efficiency of the work force and meeting all shift requirements including custodial detailed summer team cleaning. Reviews and revises work methods and procedures to ensure efficiency, cost-effectiveness and compliance with established regulations, policies and standards of quality.
- Assist with purchasing and delivery of equipment and supplies to ensure efficient use of time and to maintain production.
- Assists in the management of science chemical and hazardous material safety, and proper disposal of chemicals and materials.
- Oversees the maintenance and replacement of equipment and tools (e.g. construction equipment, hand tools, power tools, etc.) for the purpose of ensuring the availability of equipment in safe operating condition.
- Maintains documentation (e.g. requisitions, quotes, etc.) for the purpose of providing written support and/or conveying information.
- Responds and coordinate other staff or vendors in emergency situations for the purpose of organizing timely construction, repairs and minimize damage.
- Assist in scheduling of work with contractors for the purpose of organizing timely construction and repairs without disruption of school functions.
- Works under limited supervision using standardized practices and/or methods.
- Assist in District remodeling and repair projects (e.g. room additions, counter, flooring, door and window replacement, fences, gates, concrete work, finish work) for the purpose of ensuring proper installation and adhering to required codes.



- Supervises the installation of systems and/or components (e.g. cabinets, woodwork, electrical and air conditioning control equipment, transformer, conduit, ducting, motors, bells, clocks, lighting circuits, gutters, flooring, etc.) for the purpose of completing projects safely and within established time frames.
- Monitors and maintains compliance with Department of Pesticide Regulation requirements for pesticide use. Provides required notifications and postings. Implements integrated pest management where appropriate.
- Monitors and maintains compliance with asbestos and lead management regulations.
- Coordinates staff assignments and work schedules for Facilities Use Requests.
- Serve as the primary after hour & weekend point of contact (Responsible party) for alarm calls, emergency utility shut down procedures.
- Performs related duties as assigned.

**KNOWLEDGE AND ABILITIES:**

**KNOWLEDGE OF:**

- Requirements for proper cleaning and maintenance of District facilities.
- Materials and equipment needed to maintain a school district.
- Record keeping techniques and practices.
- Principles and practices of supervision and training.
- District organization, operations, policies, and objectives.
- Oral and written communication skills.
- Applicable sections of Education Code, Public Contract Code and other applicable laws.
- Technical aspects of field of specialty.
- Interpersonal skills using tact, patience, and courtesy.

**ABILITY TO:**

- Plan, design, and implement custodial, grounds and maintenance programs.
- Plan and coordinate the work of custodial personnel and crews.
- Initiate and implement industrial safety procedures.
- Estimate materials and supplies needed.
- Work independently with little direction.
- Establish and maintain cooperative and effective working relationships with others.
- Analyze situations accurately and adopt an effective course of action.
- Meet schedules and time lines.
- Plan and organize work.
- Train, supervise, and evaluate personnel.
- Maintain records and prepare reports.
- Communicate effectively both orally and in writing.
- Read, interpret, and follow rules, regulations, policies, and procedures.

**EDUCATION, EXPERIENCE AND CERTIFICATES:**

- Minimum of two years post-secondary education and two years of responsible skilled experience in grounds and building maintenance work including experience in a supervisory position; or a minimum of high school diploma and four years of responsible skilled experience in grounds and building maintenance work including experience in a supervisory or lead position.
- Valid California Driver's License.
- TB Test Clearance
- Criminal Justice Fingerprint/Background Clearance

Pierce Joint Unified School District  
 2018/19  
 Classified Management Salary Schedule  
**\*\*DRAFT\*\***

STEPS	Chief Business Official	Facilities & Transportation Director and Technology Director	Food Services Director and Maintenance & Operations Manager
1	81,387	64,666	53,602
2	85,456	67,899	56,282
3	89,729	71,294	59,096
4	94,216	74,859	62,051
5	98,926	78,602	65,154
6	103,873	82,532	68,411
7	109,066	86,659	71,832
<b>10</b>	112,338	89,258	73,987
<b>13</b>	115,708	91,936	76,206
<b>16</b>	119,180	94,694	78,493
<b>19</b>	122,755	97,535	80,847
<b>DAYS WORKED</b>	261.25	261.25	261.25

Bachelor's Degree = \$500 Stipend

Medical/Dental/Vision: \$10,288.00 Annual District Contribution; \$857.33 per month.

**Pierce Joint Unified School District  
Job Description**

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**JOB TITLE:** Director of Facilities and Capital Projects

**SALARY SCHEDULE:** Capital Projects Manager Salary Schedule - Classified Management

**REPORTS TO:** Superintendent

**BOARD APPROVED:** 10/19/2017

**BOARD REVISED:**

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**Summary:** Works under the direction of the District Superintendent or his/her designee. The Director of Facilities and Capital Projects position is responsible for planning and coordinating projects funded through the recent voter approved \$15 M bond. Throughout this project the Director of Facilities and Capital Projects will keep all stakeholders informed and act as an owner's representative when dealing with contractors or State agencies. The Director of Facilities and Capital Project will manage all district facilities and the maintenance and operations of the district.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Responsible for the development of specifications for construction, repair and modification projects as assigned (e.g. educational specifications, permits, project schedules, cost analysis, permits, purchasing/bid time and construction, etc.) for the purpose of providing them to architects, contractors, specialists, construction management firms, etc. for selection and awarding of contracts.
- Maintains and evaluates the District Facilities Master Plan and capital construction/improvement plans for the purpose of understanding and preparing for District enrollment and academic change.
- Coordinates capital construction activities (e.g. renovations, inspections, contractor and architect meetings, permitting activities, project close-out and building commission activities, calendars, mandated reports, etc.) for the purpose of ensuring that all phases of construction project are completed within specifications, on schedule, and with minimal interruption to site personnel and student instruction time.
- Coordinate activities between architects, contractors and inspectors to minimize any disruption to educational programs.
- Evaluates potential sites and/or condition of existing locations for the purpose of determining construction and/or renovation requirements and ensuring that locations decided upon meet all project needs, requirements and specifications.
- Inspects and/or assists in inspecting all aspects of construction (e.g. exterior, interior, walls, electrical, roof, concrete, paint, etc.) for the purpose of ensuring compliance with plans, specifications, and local codes and ordinances.
- Maintains an organized set of files and/or records (e.g. architectural publications, material samples, district directives, job related communications, etc.) for the purpose of providing up-to-date reference and complying with regulatory requirements and established guidelines.
- Monitors project activities (e.g. costs, time and materials, schedules, budgets, change orders, etc.) for the purpose of ensuring district objectives are achieved within budget and timeframes and in compliance with established requirements.

## **\*\*DRAFT\*\***

- Prepares written materials (e.g. correspondence, memos, budgets, costs, bid invitations, calendars, schedules, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information.
- Recommends policies, procedures and/or actions on issues that relate to construction projects for the purpose of providing information and/or direction for making decisions within the district construction program.
- Responds to inquiries (e.g. administrative staff, local inspectors, contractors, architects, the public etc.) for the purpose of providing required information and/or referring to appropriate source.
- Reviews a variety of construction-related information for the purpose of ensuring completeness of records and insurance claims.
- Serves as a District and/or department representative in a variety of meetings (e.g. planning, community, vendor, etc.) for the purpose of conveying and receiving information related to assigned projects and activities.
- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.
- Responsible for the overall management of the maintenance and operations of the district, and its Preventative Maintenance Program
- Ensure project personnel adhere to district policies and procedures.
- Community updates and reports for the Citizens Oversight Committee.
- Assist the district with bidding and contract awards; Develops RFP/RFQ's for construction services. Prepares all required documentation for recommendation to present for approval.
- Assist with rebate programs and reporting.
- Assist with procuring additional funding sources.
- Assist in planning activities.

### **KNOWLEDGE AND ABILITIES:**

- Ability to perform multiple, technical tasks with a need to occasionally upgrade skills in order to meet changing job conditions. Specific skill-based competencies required to satisfactorily perform the functions of the job include: applying pertinent codes, policies, regulations and/or laws; communicating with diverse groups; operating equipment used in building construction including blueprints, specifications etc.; preparing and maintaining accurate records; and planning and managing projects.
- Ability is required to schedule a number of activities, meetings, and/or events; often gather, collate, and/or classify data; and consider a number of factors when using equipment.
- Flexibility is required to work with others in a variety of circumstances; analyze data utilizing defined but different processes; and operate equipment using standardized methods.
- Ability is also required to work with a diversity of individuals and/or groups; work with data of varied types and/or purposes; and utilize job-related equipment.
- Problem solving is required to identify issues and create action plans. Problem solving with data requires independent interpretation of guidelines; and problem solving with equipment is moderate.
- Specific ability-based competencies required to satisfactorily perform the functions of the job include: adapting to changing work environment and/or priorities; adhering to safety practices; being attentive to details; meeting deadlines and schedules; working with frequent interruptions; and working under time constraints

**\*\*DRAFT\*\***

- Knowledge is required to perform algebra and/or geometry; read technical information, compose a variety of documents, and/or facilitate group discussions; and analyze situations to define issues and draw conclusions.
- Specific knowledge-based competencies required to satisfactorily perform the functions of the job include: construction trades, codes, blue prints, etc.
- Responsibilities include: working under limited supervision using standardized practices and/or methods; leading, guiding, and/or coordinating others; and monitoring budget expenditures.
- Utilization of resources from other work units is often required to perform the job's functions. There is a continual opportunity to impact the organization's services.
- The usual and customary methods of performing the job's functions require the following physical demands: occasional lifting, carrying, pushing, and/or pulling; some climbing and balancing; some stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 30% sitting, 20% walking, and 50% standing. The job is performed in a generally hazard free environment.

**EDUCATION, EXPERIENCE AND CERTIFICATES:**

- Bachelor's Degree with preference for a degree in administration, management, architecture, business or related field and/or job related experience within field with increasing levels of responsibility is required.
- A minimum of 5 years of experience in Architecture, Civil Engineering, Construction and/or Building Management.
- Valid Driver's License.
- Criminal Justice Fingerprint/Background Clearance

Pierce Joint Unified School District  
 2018/19  
 Director of Facilities and Capital Projects  
 Salary Schedule  
 Classified Management  
**\*\*DRAFT\*\***

STEPS	
1	68,857
2	72,299
3	75,914
4	79,710
5	83,696
6	87,880
7	92,274
8	96,888
9	101,732
10	106,819
11	112,160
DAYS WORKED	215.00

Bachelor's Degree = \$500 Stipend

Medical/Dental/Vision: \$10,288.00 Annual District Contribution; \$857.33 per month.

\*12 month position with no vacation accrual and no holidays in addition to 215 work days

CALIFORNIA DEPARTMENT OF EDUCATION  
**REQUEST FOR ALLOWANCE OF ATTENDANCE DUE TO EMERGENCY CONDITIONS**  
 FORM J-13A, REVISED DECEMBER 2017

**SECTION A: REQUEST INFORMATION**

- This form is used to obtain approval of attendance and instructional time credit pursuant to *Education Code (EC)* sections 41422, 46200, 46391, 46392 and *California Code of Regulations (CCR)*, Title 5, Section 428.
- Only schools that report Principal Apportionment average daily attendance (ADA) for the purpose of calculating a K–12 Local Control Funding Formula (LCFF) entitlement should submit this form.
- Refer to the instructions and frequently asked questions at <https://www.cde.ca.gov/fg/aa/pa/113a.asp> for information regarding the completion of this form.

**PART I: LOCAL EDUCATIONAL AGENCY (LEA)**

LEA NAME: <b>Pierce Joint Unified School District</b>		COUNTY CODE: <b>6</b>	DISTRICT CODE: <b>61614</b>	CHARTER NUMBER (IF APPLICABLE):
LEA SUPERINTENDENT OR ADMINISTRATOR NAME: <b>Carol Geyer</b>			FISCAL YEAR: <b>2018/19</b>	
ADDRESS: <b>540-A 6th Street</b>		COUNTY NAME: <b>Colusa</b>		
CITY: <b>Arbuckle</b>		STATE: <b>CA</b>	ZIP CODE: <b>95912</b>	
CONTACT NAME: <b>Daena Meras</b>	TITLE: <b>Chief Business Official</b>	PHONE: <b>(530)476-2892 ext.13005</b>	E-MAIL: <b>dmeras@pierce.k12.ca.us</b>	

**PART II: LEA TYPE AND SCHOOL SITE INFORMATION APPLICABLE TO THIS REQUEST** (Choose only one LEA type):

<input checked="" type="checkbox"/> <b>SCHOOL DISTRICT</b> Choose one of the following: <input checked="" type="checkbox"/> All district school sites <input type="checkbox"/> Select district school sites	<input type="checkbox"/> <b>COUNTY OFFICE OF EDUCATION (COE)</b> Choose one of the following: <input type="checkbox"/> All COE school sites <input type="checkbox"/> Select COE school sites	<input type="checkbox"/> <b>CHARTER SCHOOL</b>
--	---	--

**PART III: CONDITION(S) APPLICABLE TO THIS REQUEST:**

**SCHOOL CLOSURE:** When one or more schools were closed because of conditions described in *EC* Section 41422. LCFF apportionments should be maintained and instructional time credited in Section B for the school(s) without regard to the fact that the school(s) were closed on the dates listed, due to the nature of the emergency. Approval of this request authorizes the LEA to disregard these days in the computation of ADA (per *EC* Section 41422) without applicable penalty and obtain credit for instructional time for the days and the instructional minutes that would have been regularly offered on those days pursuant to *EC* Section 46200, et seq.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

---

**MATERIAL DECREASE:** When one or more schools were kept open but experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. Material decrease requests that include all school sites within the school district must demonstrate that the school district as a whole experienced a material decrease in attendance. Material decrease requests for one or more but not all sites within the school district must show that each site included in the request experienced a material decrease in attendance pursuant to *EC* Section 46392 and *CCR*, Title 5, Section 428. The request for substitution of estimated days of attendance for actual days of attendance is in accordance with the provisions of *EC* Section 46392. Approval of this request will authorize use of the estimated days of attendance in the computation of LCFF apportionments for the described school(s) and dates in Section C during which school attendance was materially decreased due to the nature of the emergency.

There was a Declaration of a State of Emergency by the Governor of California during the dates associated with this request.

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**LOST OR DESTROYED ATTENDANCE RECORDS:** When attendance records have been lost or destroyed as described in *EC* Section 46391. Requesting the use of estimated attendance in lieu of attendance that cannot be verified due to the loss or destruction of attendance records. This request is made pursuant to *EC* Section 46391:

*"Whenever any attendance records of any district have been lost or destroyed, making it impossible for an accurate report on average daily attendance for the district for any fiscal year to be rendered, which fact shall be shown to the satisfaction of the Superintendent of Public Instruction by the affidavits of the members of the governing board of the district and the county superintendent of schools, the Superintendent of Public Instruction shall estimate the average daily attendance of such district. The estimated average daily attendance shall be deemed to be the actual average daily attendance for that fiscal year for the making of apportionments to the school district from the State School Fund."*

**SECTION B: SCHOOL CLOSURE**

Not Applicable (Proceed to Section C)

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

Supplemental Page(s) Attached

Pierce Joint Unified School District closed all schools in the district on November 16, 2018 due to poor air quality from the Camp Fire in Paradise. Indoor air quality became a concern as well as outdoor air quality for our students and the decision was made to close the schools.

**PART II: SCHOOL INFORMATION** (Use the supplemental Excel form at <https://www.cde.ca.gov/fg/aa/pafj13a.asp> if more than 10 lines are needed for this request. Attach a copy of a school calendar. If the request is for multiple school sites, and the sites have differing school calendars, attach a copy of each different school calendar to the request.)

A	B	C	D	E	F	G	H	I
School Name	School Code	Site Type	Days in School Calendar	Emergency Days Built In	Built In Emergency Days Used	Date(s) of Emergency Closure	Closure Dates Requested	Total Number of Days Requested
Arbuckle Elementary School	6003511	Traditional	180	0	0	11/16/2018	11/16/2018	1
Grand Island Elementary School	6003537	Traditional	180	0	0	11/16/2018	11/16/2018	1
Lloyd G. Johnson Junior High School	6103576	Traditional	180	0	0	11/16/2018	11/16/2018	1
Pierce High School	0635250	Traditional	180	0	0	11/16/2018	11/16/2018	1
Arbuckle Alternative High School	0630087	Traditional	180	0	0	11/16/2018	11/16/2018	1

**PART III: CLOSURE HISTORY** (List closure history for all schools in Part II. Refer to the instructions for an example.)

A	B	C	D	E	F
School Name	School Code	Fiscal Year	Closure Dates	Nature	Weather Related Yes/No



**SECTION C: MATERIAL DECREASE**

Not Applicable (Proceed to Section D)  
 Supplemental Page(s) Attached

**PART I: NATURE OF EMERGENCY** (Describe in detail.)

**PART II: MATERIAL DECREASE CALCULATION** (Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/i13a.asp> if more than 10 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance (October/May)	Dates Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance	Qualifier: 90% or Less (F/C)	Net Increase of Apportionment Days (C-F)
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
			-			0.00%	0.00
Total:		0.00			0		0.00

**PART III: MATERIAL DECREASE CALCULATION FOR CONTINUATION HIGH SCHOOLS** (Provide the attendance in hours. Use the supplemental Excel file at <https://www.cde.ca.gov/fq/aa/pa/i13a.asp> if more than 5 lines are needed for this request. Refer to the instructions for information on completing the form including the definition of "normal" attendance.)

A	B	C	D	E	F	G*	H
School Name	School Code	"Normal" Attendance Hours	Date Used for Determining "Normal" Attendance	Date of Emergency	Actual Attendance Hours	Qualifier: 90% or Less (F/C)	Net Increase of Hours (C-F)
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
						0.00%	0.00
Total:		0.00			0.00		0.00

\*Qualifier should be 90% or less except when the governor declares a state of emergency or in the case of a Necessary Small School (NSS) site.

**SECTION D: LOST OR DESTROYED ATTENDANCE RECORDS**

Not Applicable (Proceed to Section E)

**PART I: PERIOD OF REQUEST** The entire period covered by the lost or destroyed records commences with \_\_\_\_\_ up to and including \_\_\_\_\_.

**PART II: CIRCUMSTANCES** (Describe below circumstances and extent of records lost or destroyed.)

**PART III: PROPOSAL** (Describe below the proposal to reconstruct attendance records or estimate attendance in the absence of records.)

**SECTION E: AFFIDAVIT**

**PART I: AFFIDAVIT OF SCHOOL DISTRICT, COUNTY OFFICE OF EDUCATION, OR CHARTER SCHOOL GOVERNING BOARD MEMBERS** – All applicable sections below must be completed to process this J-13A request.

We, members constituting a majority of the governing board of Pierce Joint Unified School District, hereby swear (or affirm) that the foregoing statements are true and are based on official records.

Board Members Names

Board Members Signatures

Nadine High

Amy Charter

George Green

Abel Gomez

Barbara Bair

At least a majority of the members of the governing board shall execute this affidavit.

Subscribed and sworn (or affirmed) before me, this 17th day of January, 2019.

Witness: Carol Geyer (Name) \_\_\_\_\_ Title: Superintendent of Colusa County, California  
(Signature) \_\_\_\_\_

**PART II: APPROVAL BY SUPERINTENDENT OF CHARTER SCHOOL AUTHORIZER** (Only applicable to charter school requests)

Superintendent (or designee): \_\_\_\_\_ Authorizing LEA Name: \_\_\_\_\_  
(Name) (Signature)

**PART III: AFFIDAVIT OF COUNTY SUPERINTENDENT OF SCHOOLS**

The information and statements contained in the foregoing request are true and correct to the best of my knowledge and belief.

County Superintendent of Schools (or designee): \_\_\_\_\_  
(Name) (Signature)

Subscribed and sworn (or affirmed) before me, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Witness: \_\_\_\_\_ Title: \_\_\_\_\_ of \_\_\_\_\_ County, California  
(Name) (Signature)

COE contact/individual responsible for completing this section:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

RESOLUTION NO.: 18/19-17 DATED: 01/17/2019

**A RESOLUTION AUTHORIZING APPLICATION  
TO THE DIRECTOR OF INDUSTRIAL RELATIONS, STATE OF CALIFORNIA  
FOR A CERTIFICATE OF CONSENT TO SELF-INSURE  
WORKERS' COMPENSATION LIABILITIES**

At a meeting of the Board of Trustees  
(Enter Name of the Board)

of the Pierce Joint Unified School District  
(Enter Name of Public Agency, District, Etc.)

a School District organized and existing under the  
(Enter Type of Agency, i.e., County, City, School District, etc.)

laws of the State of California, held on the 17th day of January, 2019,

the following resolution was adopted:

**RESOLVED, that the above named public agency is authorized and empowered to make application to the Director of Industrial Relations, State of California, for a Certificate of Consent to Self-Insure workers' compensation liabilities and representatives of Agency are authorized to execute any and all documents required for such application.**

IN WITNESS WHEREOF: I HAVE SIGNED AND AFFIXED THE AGENCY SEAL.

X \_\_\_\_\_ DATE: \_\_\_\_\_  
SIGNED: Board Secretary or Chair

Carol Geyer

Printed Name

Superintendent

Title

Pierce Joint Unified School District

Agency Name

**Affix Seal Here**

State of California  
Department of Industrial Relations  
Office of Self-Insurance Plans  
11050 Olson Drive, Suite 230  
Rancho Cordova, Ca. 95670  
Phone (916) 464-7000  
Fax (916) 464-7007



State of California  
Department of Industrial Relations  
OFFICE OF SELF-INSURANCE PLANS

**APPLICATION FOR CERTIFICATE OF CONSENT  
TO SELF-INSURE AS A PUBLIC AGENCY EMPLOYER SELF-INSURER**  
All questions must be answered. If not applicable, enter "N/A".

**To the Director of the Department of Industrial Relations:** The public agency employer identified below submits the following information to obtain a Certificate of Consent to Self-Insure the payment of workers' compensation under California Labor Code Section 3700.

**LEGAL NAME OF APPLICANT** (Show exactly as on Charter or other official documents):

Pierce Joint Unified School District

Address: PO Box 239

City: Arbuckle State: CA Zip + 4: 95912 -

Federal Tax ID # of Group: 36-4823077

**CONTACT - Who Should Correspondence Regarding This Applicant Be Addressed To:**

Name: Marisa Garramore Title: Finance and Operations Manager

Company Name: Tri-County Schools Insurance Group

Address: 1176 Live Oak Blvd. Ste A

City: Yuba City State: CA Zip + 4: 95991 -

Phone: (530) 822-5052 E-Mail: marisa@tcsig.com

**TYPE OF PUBLIC ENTITY (Check one):**

City and/or County  School District  Police and/or Fire District  Hospital District

Joint Powers Authority  Other (describe):

**TYPE OF APPLICATION (Check one):**

New Application  Reapplication (Merger/Unification)  Reapplication (Name Change)

Other (describe): The District has resolved to move from its' current JPA (Master Certificate) of NVSIG to TCSIG JPA effective 7/1/2019

Date Self-Insurance Program will begin: 07/01/2019

**CURRENT WORKERS' COMPENSATION PROGRAM**

- Currently Insured with State Fund Policy # \_\_\_\_\_ Expiration Date: \_\_\_\_\_
- Currently Self Insured, Certificate # 5533-040
- Other (describe): \_\_\_\_\_

**CLAIMS ADMINISTRATION**

Who will be administering your agency's workers' compensation claims? (Check one)

- JPA will administer
- Third Party Administrator, TPA Certificate # 048
- Public entity will self-administer       Insurance Carrier will administer

Name of Third Party Administrator:

Name: Douglas Gibb Title: Claims Manager

Company Name: Athens Administrators

Address: 1765 Challenge Way

City: Sacramento State: California Zip + 4: 95815 - \_\_\_\_\_

Phone: (925) 826-1283 E-Mail: dgibb@athensadmin.com

# of claims reporting locations to be used to handle Agency's claims: 1

Does applicant currently have a California Certificate of Consent to Self-Insure?  Yes  No

If yes, what is the current Certificate Number: 5533-040

Total Number of Affiliate's California employees to be covered by Group: \_\_\_\_\_

**AGENCY EMPLOYER**

Current # of Agency Employees: 146 # of Public Safety Employees (police/fire): \_\_\_\_\_

If school District, # of certificated employees: 74

Will all Agency employees be covered by this self-insurance plan?  Yes  No

If 'No', explain who is not covered and how workers' compensation coverage will be provided to the excluded employees:

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**JOINT POWERS AUTHORITY**

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Will applicant be a member of a JPA for workers' compensation ?

Yes     No (If 'yes', complete the following)

Effective date of JPA Membership: 07/01/2019    JPA Certificate # 5822

Name of JPA: Tri-County Schools Insurance Group

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**AGENCY SAFETY PROGRAM**

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Does the Agency have a written Injury and Illness Prevention Program (IIPP)?     Yes     No

Individual responsible for Agency workplace safety and IIPP program:

Name: Daena Meras    Title: Chief Business Official

Company Name: Pierce Joint Unified School District

Address: P.O. Box 239

City: Arbuckle    State: CA    Zip + 4: 95912 - \_\_\_\_\_

Phone: (530) 476-2892    E-Mail: dmeras@pierce.k12.ca.us

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**SUPPLEMENTAL COVERAGE**

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1.) Will your program be supplemented by any insurance or pooled coverage under a **STANDARD** workers' compensation insurance policy?     Yes     No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_    Effective Date of Coverage: \_\_\_\_\_

2.) Will your program be supplemented by any insurance or pooled coverage under a **SPECIFIC EXCESS** workers' compensation insurance policy?     Yes     No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_    Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_

3.) Will your program be supplemented by any insurance or pooled coverage under an **AGGREGATE EXCESS** (stop loss) specific excess workers' compensation insurance policy?     Yes     No (If 'Yes', complete the following):

Name of Excess Pool/Carrier: \_\_\_\_\_

Policy #: \_\_\_\_\_    Effective Date of Coverage: \_\_\_\_\_

Retention Limits: \_\_\_\_\_

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RESOLUTION FROM GOVERNING BOARD

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Attach a properly executed Governing Board Resolution. See attached sample resolution on page 5.

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CERTIFICATION

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**The undersigned on behalf of the applicant hereby applies for a Certificate of Consent to Self-Insure the payment of workers' compensation liabilities pursuant to Labor Code Section 3700. The above information is submitted for the purpose of procuring said Certificate from the Director of Industrial Relations, State of California. If the Certificate is issued, the applicant agrees to comply with applicable California statutes and regulations pertaining to the payment of compensation that may become due to the applicant's employees covered by the Certificate.**

X \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNED: Authorized Official / Representative

Carol Geyer

Printed Name

Superintendent

Title

Pierce Joint Unified School District

Agency Name



**TRI-COUNTY SCHOOLS INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM PARTICIPATION**

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**Resolution No. 18/19-18**

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**RESOLUTION OF THE DISTRICT OF  
PIERCE JOINT UNIFIED SCHOOL DISTRICT  
AUTHORIZING PARTICIPATION IN  
TRI-COUNTY SCHOOLS INSURANCE GROUP  
WORKERS' COMPENSATION PROGRAM**

WHEREAS, the Tri-County Schools Insurance Group (TCSIG) provides risk-sharing, pooled liability, property, health, dental, vision, and group life coverage to its public entity members as well as other ancillary coverages and services; and

WHEREAS, the TCSIG Board of Directors has taken action to form a new pooled workers' compensation program, master certificate number 5822, for the benefit of its members; and

WHEREAS, the Pierce Joint Unified School District has decided to join and become a member of the TCSIG Workers' Compensation Program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Pierce Joint Unified School District as follows:

1. The Pierce Joint Unified School District hereby approves and authorizes participation in the TCSIG Workers' Compensation Program.
2. The Superintendent of Pierce Joint Unified School District is also authorized to execute any other document(s) that may be necessary or appropriate to enter into and implement the Agreement on behalf of the Pierce Joint Unified School District.
3. The Pierce Joint Unified School District consents to be governed and abide by the Master Program Documents, the Memoranda of Coverage, and other documents and policies as adopted by the Tri-County Schools Insurance Group Board, Master Certificate Number 5822.

THE RESOLUTION was passed and adopted by the Board of Trustees of the Pierce Joint Unified School District at its regular meeting on January 17, 2019 by the following vote:

AYES: \_\_\_\_\_  
NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

Pierce Joint Unified School District  
540-A 6th Street Arbuckle, CA 95912  
(530) 476-2892 \* FAX (530) 476-2289  
Thursday, December 13, 2018 6:00 pm  
Pierce Joint Unified School District  
Technology Building  
940A Wildwood Rd, Arbuckle CA 95912  
Regular Board Meeting Minutes

**Governing Board:**

Nadine High, Vice President

George Green, Clerk

Amy Charter, Member

Abel Gomez, Member

Barbara Bair, Member

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1. CALL TO ORDER

Vice President Nadine High called the meeting to order at 6:00 p.m.

Members Present: Nadine High, George Green, Abel Gomez, Amy Charter, and Barbara Bair

Absent: None

Others Present: Dave Vujovich, Jessica Geierman, Summer Shadley, Crystal Medina, Emiliano Rodriguez, Kathy Corona, George Parker, Jesse Deol, Kelsey Harris, Daena Meras, Carol Geyer, and Melanie Brackett

A. *Pledge of Allegiance*

Barbara Bair led the *Pledge of Allegiance*

2. APPROVAL OF AGENDA

A motion was made by Ms. Charter and seconded by Mr. Gomez to add item 22 E 2: Overnight Field Trip Request – FFA Advanced Leadership and Made for Excellence Conference to the Consent Agenda and approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

3. ANNUAL BOARD ORGANIZATIONAL MEETING – PART I:

A. Swearing in New Board Members

B. Rotation/Election of Board Members

- A. Barbara Bair and Amy Charter were sworn in as board members
- B. The Board rotated to their new positions. The 2019 Board of Trustees are as follows:
  - A. Nadine High, President
  - B. George Green, Vice President
  - C. Amy Charter, Clerk
  - D. Abel Gomez, Member
  - E. Barbara Bair, Member

4. HEARING OF THE PUBLIC

(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

No one spoke at this time.

5. FFA Presentation

Arbuckle Future Farmers of America members, Crystal Medina and Emiliano Rodriguez, reported that they attended the National Convention in Indianapolis earlier in the fall and shared about their experience. Crystal spoke specifically about the American Farmer degree which was earned by 4 Arbuckle FFA alumni: Ashleigh Ehrke, Jessica Croxson, Devin Griffith, and Jacob Amsler. She explained that out of the almost 600,000 FFA members nationwide, only about half of 1% earn the American Degree and Arbuckle had 4 this year alone! It is a great honor. Emiliano talked about the convention in general and specifically about going on a tour of a soybean farm which allowed him and the others to see agriculture outside of California. Mr. Green asked Emiliano who his favorite speaker was at the convention. Emiliano responded that the opening key note speaker was his favorite because he was younger and gave anecdotes from his personal life.

6. Student Body Representative Report

ASB President and Senior Class Secretary, Kathy Corona reported that recently the senior class lost a student. Kathy reported that the ASB purchased candles and handed them out to participants of the memorial that was held in front of the school at the bell. The Pierce Basketball tournament was held and was a success. It was the first time Pierce has won the tournament since 1992. She thanked the parents for helping with the hospitality room during the tournament. The Snow Ball Dance is scheduled for January 26<sup>th</sup>. The Winter Concert is scheduled for December 18<sup>th</sup>. The FBLA Hour of Code was a success. She reported that the ASB is still waiting to hear from the Board whether or not they can wear sashes at graduation. They will submit a proposal and present to the Board at the January board meeting.

7. 2018 Audit Report

- A. District Audit Report Fiscal Year End June 30, 2018
- B. Measure B general Obligation Bond Series 2016 Building Fund Audit Report Fiscal year End June 30, 2018

Mr. Jesse Deol from James Marta & Company LLP presented the District Audit Report Fiscal Year End June 30, 2018 and the Measure B General Obligation Bonds Series 2016 Building Fund Audit Report Fiscal Year End June 30, 2018. He outlined the key points of each audit report.

8. PRINCIPAL'S REPORTS

- A. Arbuckle Elementary School/Grand Island Elementary School
- B. Lloyd G. Johnson Junior High School
- C. Pierce High School/Arbuckle Alternative High School

Summer Shadley reported that Grand Island Elementary held their Christmas Performance last night and it was fantastic. The program changed a bit this year and focused more on music than an actual play. The community enjoyed the change. Santa even made an appearance. Attendance at Grand Island continues to be a focus. Parents were sharing ideas at the School Site Council meeting today such as updating the Facebook page for Grand Island with events. She reported that two parents came into Arbuckle Elementary wanting to sign up their students for TK. With the TK program at Arbuckle Elementary full, Mrs. Shadley referred them to Grand Island. The student body completed their chocolate candy bar sales. They sold \$1,600 worth of chocolate. Funding and end of year purchases were discussed at Grand Island including Shady Creek. The staff Christmas party will be tomorrow. Mrs. Shadley reported that Matt Reddam was on site again at Arbuckle Elementary for trauma training. The past two sessions needed to be cancelled due to the Camp Fire. Matt presented to the staff on trauma. Mrs. Shadley received great feedback from the staff. The Ned Show came to Arbuckle Elementary last week. The Ned Show does a pay-it-forward program where schools can sell Ned Show yoyos to pay for the assembly. AES raised \$2,600 worth of yoyos which paid for the assembly at AES and will also pay for an assembly at another school since so much was raised at AES. The assembly focuses on Mind Set which is a focus at AES this year. Mrs. Shadley reported that math Mind Set is a huge focus at AES. Molly Conrado and Laura Hansen are going into other classrooms helping staff with this focus. The staff looked at ELPAC data at both Arbuckle Elementary and Grand Island Elementary yesterday to set some action plans for English Learners.

Jessica Geierman reported that there are great things going on at Lloyd G. Johnson Junior High. Girls' Basketball and Boys' Soccer both wrapped up with great seasons. Boys' Basketball will hold try-outs and will play two games during the Winter Break with their first home game on January 14<sup>th</sup>. Last Thursday the entire 7<sup>th</sup> grade class attended A Christmas Carol at the Sacramento Theater Company. All of the students and the two bus drivers enjoyed the show. She gave a special thank you to the JJH Parents' Club for helping to pay for the transportation for the trip. The 7<sup>th</sup> grade class held fund raisers to pay for the tickets to the show. Shady Creek cabin leader interviews were held last Friday and candidates were chosen on Monday. There were a large amount of students interested in being cabin leaders. They remember the cabin leader from when they attended Shady Creek and want to make the same good impression on the younger students. Mrs. Geierman reported that there will be a conflict facilitator training at JJH in January.

Students and some teachers will participate. It is an all-day training with an outside speaker that will promote creating a positive atmosphere at JJH. She gave a brief overview of the Courageous Cougars and Kudos to Cougars programs and how they tie in with the conflict facilitation training. During the Winter Break the entire campus at JJH will be pressure washed and spruced up. She gave a huge thank you to George Parker for meeting with her to figure out the placement of the new, much needed water fountains. The students and staff are excited to be receiving a reusable bottle filler at the site. Mrs. Geierman reported on the 7<sup>th</sup> period academic advisement class. She gave a brief history of the addition of the academic advisement classes and how data showed that the students at JJH needed some sort of intervention. She submitted a handout to the Board regarding the academic advisement class to share with them what is happening in the class. She is excited to compare the data from the academic advisement class and the results from the NWEA and CAASPP scores to see if the class is helping students. Parents seem to like the 7<sup>th</sup> period academic advisement class because it gives students a set amount of time with the teacher and gives them another opportunity to seek help on items they are struggling with. Math pull-outs are also happening during the 7<sup>th</sup> period class.

Dave Vujovich reported that Arbuckle Alternative High School is doing some end of semester activities and they are heading into their version of finals. Arbuckle Alternative High School teacher, Jeannine Schaap, has been contributing to the WASC report as a faculty member. It's very helpful to have her voice to ensure that all students are being served. Mrs. Schaap also serves on the School Site Council. He reported that finals have started in some classes at Pierce High School. The staff is getting ready to have a well-deserved break. FFA is finishing up their Christmas Tree sales. Boys' and Girls' Basketball both played today. He attended the Boys' and Girls' Soccer meets. The staff is really responding in earnest for the WASC reports. Site visits will be happening in March. The draft WASC is due at the end of January. He outlined the schedule of WASC meetings and what is happening in those meetings. Next Wednesday will be the staff holiday celebration. He reported that he has created a Google doc of the schedule of finals and what format the teachers are using. The third School Site Council meeting was held last Tuesday. He reported that with the release of the CA School Dashboard, PHS can celebrate the College and Career Indicator reported on the dashboard. He gave a brief description of the data used to meet the College and Career Indicator and reported that our students are meeting it through dual enrollment and career technical education. He went on to report that there is still work to be done on English Language Arts and

math. Mrs. Charter asked if there will be a Finals Schedule as there has been in the past. Mr. Vujovich responded that this year there will not be a formal schedule, but he could forward the Google doc that was created where all teachers submitted what day they would be holding finals. Ms. Bair asked when the School Site Council meetings are held at the high school. Mr. Vujovich outlined the schedule for meetings and reported that the website should be up-to-date soon.

Mrs. Geyer reported that an additional substitute bus driver was hired this week. She will be ready to substitute after taking the CHP test on air brakes. There was a CHP bus inspection with no problems reported. The District is still waiting to receive the go-ahead notice to order the new electric busses. With several trips scheduled this month, the District vehicles have been getting a lot of use.

George Parker reported that this is the busiest district he has been a part of. Everyone is working hard to make a difference. He reported that there was a Citizens' Bond Oversight Committee meeting on Monday with a great turn-out. A new member was added to the committee. Project scopes and upcoming projects were discussed. There will be a tour of the new facility at AES in March. Students are excited and peeking through the fence. Mrs. Shadley added that the staff is just as excited as the students. Mr. Parker outlined a meeting that he held with the teachers to let them know the timeline of the project and when they can expect to pack up and move again. He reported that he has a proposal open currently to paint the entire campus at AES so when the new building opens the campus will look and feel the same. Some HVAC repair will be done over the Winter Break. Mr. Parker reported that he has been conducting monthly operations meetings with site principals. He went on to report that the multi-purpose room at PHS is complete. He reported that the outside concrete is an issue and he has concerns that there was something wrong with the product that was put down. He recommended that the Board accept the project as complete and the District will look at warranty issues. He gave a brief summary of what he will do in regards to the warranty issues. There was discussion regarding the flooding around the multi-purpose building. Mr. Parker outlined his plans to re-route the water flow. There was further discussion regarding landscaping around the multi-purpose room and how the extra soil for landscaping has come from the AES project. The stadium project is still at DSA under review. The District is waiting for comments from them on what the next step is. A pre-proposal meeting has been set with three contractors. He then reported on

## 9. REPORTS:

### A. Transportation Report

### B. Facilities Report

the locker room project. He reported where they are in the process and what has been completed. He is hoping that by the end of the break, the project will be complete. Mr. Parker then reported on the bathroom situation at PHS. He explained the work that needs to be done to bring the current bathrooms up to ADA code.

Daena Meras outlined the 2018/19 First Interim Budget Report.

Each site principal reported on the number of students who have requested Independent Study during the Winter Break at Arbuckle Elementary (48), Grand Island (8), Johnson Junior High (28), and Pierce High School (22). Mrs. Charter asked what happens when a student leaves for more days than a temporary Independent Study contract allows. Mrs. Shadley responded that the parents are met with and told that their student will be referred to DART (District Attendance Review Team).

Ms. Meras outlined the Developer Fee Annual Report.

Mrs. Geyer outlined the District Fall 2018 Dashboard Data. She showed a video with information about the dashboard. She demonstrated how to access the CA School Dashboard ([www.cadashboard.org](http://www.cadashboard.org)), and how to read the graphs that are within the dashboard. She also demonstrated how to drill down and get more detailed information about the schools in our District. There was discussion regarding the categories and if a student could be counted in different categories. She reported that because of the suspension rate the District has fallen into Differentiated Assistance from the County Office. The County will provide resources and help the District look at different ways of improving the suspension rate and alternative discipline options. The District will continue to look at the things that are working well and what needs to be changed. She would like to work with the County office to look at some resources that are available for help with math instruction. There was discussion regarding training that the County Office is receiving to better assist the District.

The minutes from the November 27, 2018 DELAC meeting were submitted to the Board. Mrs. Geyer reported that the members of this committee appreciate the opportunity meet and always have great questions. There were no questions from the Board.

George Parker gave the solar report regarding the solar panels at Johnson Junior High. He outlined the current usage and gave projections regarding the future energy usage and production. He reported on the difference between leasing a solar system and

C. 2018/19 First Interim Budget Report

D. Estimate of Students requesting Temporary Independent Study – December 2018

E. Developer Fee Annual Report

F. District Fall 2018 Dashboard Data Report

G. DELAC Report

H. Solar Report

owning the system. He stated that the better way to go is to own the system. Along with owning the system comes the upkeep of the system. The panels on JJH were cleaned by Paco using the lifts and a harness system.

No report was given.

No report was given.

10. PJUEA (Pierce Joint Unified Educators Association) Report

11. CSEA (California School Employees Association) Report

12. ANNUAL ORGANIZATIONAL MEETING – PART II:

- A. Appointment of Superintendent as the Official Secretary to the Board of Trustees
- B. Appointment of board Representative to the following committees:
  - 1. Facilities Committee
  - 2. Ag Advisory Committee
  - 3. Safety Committee
  - 4. District Advisory Committee
  - 5. District English Learners Advisory Committee
- C. Approve 2019 Board Meeting Schedule
- D. Approve Timelines for Superintendent Evaluation and Board Self-Evaluation
- E. Approve Warrant Order Signatures Authorizing Certain Employees to Sign on Behalf of the District
- F. Approve Governance Calendar

There was discussion regarding committees and how the Board would establish a committee. Mrs. Geyer outlined the need for two regular meetings in December due to new laws on when a new Board member can be sworn in and when the Annual Organization meeting can be held. There was discussion about changing the time for the regular Board meetings from 6:00 p.m. to 5:00 p.m. A motion was made by Ms. Charter and seconded by Mr. Gomez to approve the Annual Organization Meeting – Part II. It was determined that the following Board members will be assigned to the following committees: 1. Facilities Committee – All Board members; 2. Ag Advisory Committee – Amy Charter and George Green; 3. Safety Committee – Nadine High; 4. District Advisory Committee – Amy Charter; District English Learners Advisory Committee – Abel Gomez and Barbara Bair. It was also determined that the Regular Board Meetings will be held at 5:00 p.m. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.



A motion was made by Mr. Green and seconded by Ms. Charter to approve the 2018/19 Interim Budget. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Gomez and seconded by Mr. Green to approve Resolution #18/19 – 16: Budget Revision. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

Daena Meras outlined the reasons for the withdrawal from the JPA. There was brief discussion regarding the change which would lower prices for worker's compensation insurance. A motion was made by Ms. Charter and seconded by Mr. Gomez to approve Resolution #18/19 – 17 Approving Withdrawal from North Valley School Insurance Group contingent upon Superintendent Carol Geyer's final decision determining there are a sufficient number of districts participating to form a new Tri-County School Insurance Group Worker's Compensation Program. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

George Parker reported on the issue of the interior floor finish. He outlined the failure of the original floor that was installed incorrectly. The floor has been replaced and he has found it to be functioning well. Mr. Parker made sure, through the contactor, that the manufacturer's durability warranty is extended to 10 years. A motion was made by Ms. Bair and seconded by Mr. Green to approve the Notice of Completion for the Pierce High School Multi-Purpose Room Site Work Package. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

13. Consider and approve **2018/19 Interim Budget**

14. Consider and approve **Resolution #18/19 – 16: Budget Revision**

15. Consider and approve **Resolution #18/19 – 17: Approving Withdrawal from North Valley Schools Insurance Group Joint Powers Authority (JPA)**

16. Consider and approve **Notice of Completion for the Pierce High School Multi-Purpose Room Site Work Package**

17. Consider and approve **School Connected Organization – Request for Authorization** for:  
A. Grand Island Elementary Parent's Club  
B. Lloyd G. Johnson Junior High Parent's Club

Ms. Meras reported that the District is only approving the organization as a School Connected Organization to be able to conduct business under the Pierce name. There was discussion regarding procedures for the organization and that the District has policy that governs the organization. A motion was made by Mr. Gomez and seconded by Ms. Charter to approve the School Connected Organization – Request for Authorization for A. Grand Island Elementary Parent’s Club and B. Lloyd G. Johnson Junior High Parent’s Club. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

Mr. Parker reported that the original Resolution #18/19 – 7 was missing three architectural firms. A motion was made by Ms. Charter and seconded by Mr. Green to approve Resolution #18/19 – 7: Resolution for the On-Call Architectural Services for Measure B Construction Projects and Other Construction Projects Revision. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

Mr. Parker outlined the amendment to the Board. A motion was made by Mr. Gomez and seconded by Ms. Bair to approve the Architectural Service Agreement between Pierce Joint Unified School District and CA+SA Studio Amendment No. 3. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Green and seconded by Ms. Charter to approve the District Audit Report Fiscal Year End June 30, 2018. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

A motion was made by Mr. Gomez and seconded by Mr. Green to approve the Measure B General Obligation Bond Services 2016 Building Fund Audit Report Fiscal Year End June 30, 2018. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

18. Consider and approve **Resolution #18/19 – 7: Resolution for the On-Call Architectural Services for Measure B Construction Projects and Other Construction Projects Revision**
19. Consider and approve **Architectural Service Agreement between Pierce Joint Unified School District and CA+SA Studio Amendment No. 3**
20. Consider and approve **District Audit Report Fiscal Year End June 30, 2018**
21. Consider and approve **Measure B General Obligation Bond Services 2016 Building Fund Audit Report Fiscal Year End June 30, 2018**

- 22. Consider and approve **Consent Agenda:**
  - A. Minutes of November 15, 2018 Regular Board Meeting
  - B. Minutes of November 8, 2018 Special Board Meeting
  - C. Warrant List for November 2018
  - D. Interdistrict Transfers:
    - 1. Transferring **OUT** for the **2018/19** School Year:
      - a. Two (2) Students to Woodland CA – New
      - b. One (1) Student to Colusa CA – New
  - E. Overnight Field Trip Requests:
    - 1. REACH for the Future JJH/PHS: Richardson Springs, Chico CA
    - 2. FFA Advanced Leadership and Made for Excellence Conference
  - F. Donations:
    - 1. Shady Creek:
      - a. The Alpha Kappa Chapt. 4 Omega Nu
      - b. Chamisal Creek Ranch LLC.
    - 2. Weight Room at PHS:
      - a. The Alpha Kappa Chapt. 4 Omega Nu
      - b. Chamisal Creek Ranch LLC.

A motion was made by Ms. Charter and seconded by Mr. Gomez approve the Consent Agenda. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

- 23. BOARD POLICIES:
  - A. FIRST READING:
    - 1. BP 3290 – Gifts, Grants, and Bequests
    - 2. BP 3400 – Management of District Assets/Accounts

There was discussion regarding equity of donations and fundraising. The different options for fundraising and donations that are available online was also discussed. A motion was made by Mr. Green and seconded by Ms. Bair to approve the First Reading for Board Policy 3400 – Management of District Assets/Accounts. Board Policy 3290 – Gifts, Grants, and Bequests will move forward to the January 2019 Regular Board meeting for a second reading. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None.

- P1 Attendance Report
- Williams Complaint Procedure Quarterly Report – 2<sup>nd</sup> Quarter
- SARCS
- Suspension Data – 2<sup>nd</sup> Quarter
- 2019/20 Attendance Calendar
- Probationary Teachers
- AES Staff Presentation
- ASES Plan
- ASB Graduation Sash

Carol Geyer reported that she and Barbara Bair attended a Board Training on November 28<sup>th</sup> for new Board members where Bob Caine presented. They are attending an additional training through CSBA in January. She outlined the letter she received from the Colusa County Office of Education regarding the Differentiated Assistance that the District will receive due to the suspension rate in the District. She will be meeting with Maria from the County Office in January to determine what the next steps are. During the Winter Break a group of members from the Grand Island Advisory Committee will be doing tours to sites in Knights Landing and one in Davis. Mr. Parker has set up these visits to get some insight on the schools that are focused on specialized education. Next week she will attend the second CARE meeting with Special Education. This group is meeting to check up on Special Education kids to make sure their needs are being met. Mr. Parker has a demonstration scheduled next week for cordless vacuums looking at ways to make the job easier for the custodians.

No report was given.

24. Items to be adgendized for next regular meeting

25. Superintendent’s Report

26. Board President’s Report

27. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Coach	7 <sup>th</sup> Grade Boys’ Basketball Coach	Hiring
Classified	Part-Time Bus Driver	Hiring
Certificated	Long-Term Substitute 6 <sup>th</sup> Grade Techer - JJH	Hiring

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

The Board went into CLOSED SESSION at 8:57 p.m.

28. OPEN SESSION

A. Report Action Taken in CLOSED SESSION

The Board reconvened at 9:04 p.m. and reported action taken on the following:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

**A motion was made by Ms. Charter and seconded by Mr. Gomez to approve the PUBLIC EMPLOYMENT. Voting Aye: Mr. Gomez, Mr. Green, Ms. High, Ms. Charter, and Ms. Bair. Voting No: None. Absent: None**

Certification	Position	Status
Coach	7 <sup>th</sup> Grade Boys' Basketball Coach	Hiring
Classified	Part-Time Bus Driver	Hiring
Certificated	Long-Term Substitute 6 <sup>th</sup> Grade Teacher - JJH	Hiring

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal;/release  
**No ACTION was taken**

The Board adjourned at 9:05 p.m.

29. ADJOURN

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Carol Geyer, Secretary to the Board of Trustees

**Pierce Joint Unified School District**  
540-A 6th Street    Arbuckle, CA 95912  
(530) 476-2892 \* FAX (530) 476-2289  
**Thursday, December 13, 2018**  
**1:00 p.m.**  
**Pierce Technology Building**  
**940A Wildwood Rd, Arbuckle CA 95912**  
**Special Board Meeting Minutes**

**Governing Board:**

Nadine High, Vice President  
George Green, Board Clerk                      Amy Charter, Member  
Abel Gomez, Member                              Barbara Bair, Member

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1. CALL TO ORDER

Vice President Nadine High called the meeting to order at 1:00 p.m.  
Members Present: Nadine High, George Green, Amy Charter, Abel Gomez, and Barbara Bair

Absent: None

Others Present: Carol Geyer, Don Friel, Jessica Geierman, and Melanie Brackett

A. *Pledge of Allegiance*

Mr. Gomez led the *Pledge of Allegiance*

2. APPROVAL OF AGENDA

A motion was made by Ms. Charter and seconded by Mr. Gomez to approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

No one spoke at this time.

3. HEARING OF THE PUBLIC

The Board went into CLOSED SESSION at 1:01 p.m.

4. CLOSED SESSION – Readmittance  
Hearing for Student 17/18 – A

The Board reconvened at 1:07 p.m. A motion was made by Mr. Gomez and seconded by Ms. Bair to readmit Student 17/18 – A. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

5. OPEN SESSION – Consider and approve  
Readmittance of Student 17/18 – A

The Board went into CLOSED SESSION at 1:26 p.m.

6. CLOSED SESSION – Readmittance  
Hearing for Student 17/18 – B

The Board reconvened at 2:06 p.m. A motion was made by Ms. Charter and seconded by Mr. Green to NOT readmit Student 17/18 – B. Student 17/18 – B will be eligible for another Readmittance Hearing before the beginning of the 1<sup>st</sup> semester of the 2019/20 School Year. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

7. OPEN SESSION - Consider and approve  
Readmittance of Student 17/18 - B

8. CLOSED SESSION – Readmittance  
Hearing for Student 17/18 - C

The Board went into CLOSED SESSION at 2:08 p.m.

The Board reconvened at 2:18 p.m. A motion was made by Mr. Green and seconded by Mr. Gomez to NOT readmit Student 17/18 – C. Student 17/18 – C will be eligible for another Readmittance Hearing before the beginning of the 1<sup>st</sup> semester of the 2019/20 School Year. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

The Board went into CLOSED SESSION at 2:31 p.m.

The Board reconvened at 2:37 p.m. A motion was made by Mr. Gomez and seconded by Ms. Bair to readmit Student 17/18 – F. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

The Board went into CLOSED SESSION at 3:07 p.m.

The Board reconvened at 3:08 p.m. A motion was made by Ms. Charter and seconded by Mr. Gomez to NOT readmit Student 17/18 – D. Student 17/18 – D will be eligible for another Readmittance Hearing before the beginning of the 1<sup>st</sup> semester of the 2019/20 School Year. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

The Board went into CLOSED SESSION at 3:08 p.m.

The Board reconvened at 2:09 p.m. A motion was made by Mr. Green and seconded by Mr. Gomez to NOT readmit Student 17/18 – E. Student 17/18 – E will be eligible for another Readmittance Hearing before the beginning of the 1<sup>st</sup> semester of the 2019/20 School Year. Voting Aye: Mr. Gomez, Mr. Green, Ms. Charter, Ms. Bair, and Ms. High. Voting No: None. Absent: None

The Board adjourned at 3:10 p.m.

9. OPEN SESSION – Consider and approve Readmittance of Student 17/18 – C

10. CLOSED SESSION – Readmittance Hearing for Student 17/18 – F

11. OPEN SESSION – Consider and approve Readmittance of Student 17/18 - F

12. CLOSED SESSION – Readmittance Hearing for Student 17/18 – D

13. OPEN SESSION – Consider and approve Readmittance of Student 17/18 - D

14. CLOSED SESSION – Readmittance Hearing for Student 17/18 – E

15. OPEN SESSION – Consider and approve Readmittance of Student 17/18 – E

16. Adjourn

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Carol Geyer, Secretary to the Board  
of Trustees

BATCH 23

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/07/2018

12/06/18 PAGE 9

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 01 GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
3400	HEALTH & WELFARE	13,453.00
4200	BOOKS OTHER THAN TEXTBOOKS	247.00
4300	MATERIALS AND SUPPLIES	10,101.45
5200	TRAVEL AND CONFERENCE	1,274.83
5600	RENTALS, LEASES AND REPAIRS	5,737.07
5800	CONSULTING SERV/OPERATING EXP	15,321.80
5900	COMMUNICATIONS	8,921.07
9514	HEALTH/WELFARE LIAB	15,979.00
	TOTAL FUND :	71,035.22



APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/07/2018

12/06/18 PAGE 10

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
5200	TRAVEL AND CONFERENCE	33.79
	TOTAL FUND :	33.79

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/07/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6200	NEW & IMPROVEMENT OF BUILDINGS	399,823.02
	TOTAL FUND :	399,823.02

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/07/2018

12/06/18 PAGE 12

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 25

CAPITAL FACILITIES FUND

OBJECT	DESCRIPTION	AMOUNT
5800	CONSULTING SERV/OPERATING EXP	4,893.75
	TOTAL FUND :	4,893.75

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 95

STUDENT BODY FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	1,980.00
	TOTAL FUND :	1,980.00
	TOTAL DISTRICT:	477,765.78

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0023 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
001120	A-Z BUS SALES INC PV-000545 PV-000546	FLD NOT USED FLD NOT USED	401214	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	450.99 99.46 \$550.45 *
002380	ALHAMBRA PV-000538	FLD NOT USED FLD NOT USED FLD NOT USED	401215	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	49.09 21.73 54.19 \$125.01 *
000125	ALL ACTION AWARDS PV-000550	FLD NOT USED	401216	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	55.89 \$55.89 *
005638	AMPLIFIED IT PO-000316 PO-000317	FLD NOT USED FLD NOT USED	401217	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP	4,363.20 2,804.10 \$7,167.30 *
000033	CASBO PO-000330	FLD NOT USED	401218	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	50.00 \$50.00 *
000680	COLUSA CO WATER DIST PV-000541	PIERCE HIGH SCHOOL	401219	CAREER TECHNICAL EDUCATION WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	92.50 \$92.50 *
005719	DAVIDS BROKEN NOTE PO-000181	PIERCE HIGH SCHOOL	401220	REGULAR EDUCATION, K-12 WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	100.00 \$100.00 *
005264	DE LAGE LANDEN PUBLIC FINANCE PV-000537	FLD NOT USED ARBUCKLE ELEMENTARY SCHOOL JOHNSON JR HIGH SCHOOL	401221	UNDISTRIBUTED REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	COPY MACHINE MAINTENANCE COPY MACHINE MAINTENANCE COPY MACHINE MAINTENANCE	1,429.08 2,200.08 1,641.51 \$5,270.67 *
005339	DIGNITY HEALTH MED FDTN PV-000533	FLD NOT USED	401222	UNDISTRIBUTED WARRANT TOTAL	PHYSICAL EXAMS	10.00 \$10.00 *
004973	ANGELA DORANTES PV-000524	FLD NOT USED	401223	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	62.13 \$62.13 *
004859	FLORA FRESH INC PO-000254	PIERCE HIGH SCHOOL	401224	NONAGENCY-EDUCATIONAL	MATERIALS AND SUPPLIES	678.17

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0023 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
WARRANT TOTAL						\$678.17 *
005534	FLYERS ENERGY LLC PV-000549	FLD NOT USED FLD NOT USED	401225	UNDISTRIBUTED UNDISTRIBUTED	FUEL FUEL	742.19 2,795.35
WARRANT TOTAL						\$3,537.54 *
000127	FRONTIER PV-000552	FLD NOT USED	401226	UNDISTRIBUTED	COMMUNICATIONS	8,843.92
WARRANT TOTAL						\$8,843.92 *
000574	CAROL GEYER PV-000525	FLD NOT USED	401227	UNDISTRIBUTED	TRAVEL AND CONFERENCE	148.09
WARRANT TOTAL						\$148.09 *
000074	GOPHER PO-000191	JOHNSON JR HIGH SCHOOL	401228	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	298.51
WARRANT TOTAL						\$298.51 *
004902	GEORGE GRIFFIN PV-000527	GRAND ISLAND ELEMENTARY SCHOOL	401229	REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	226.72
WARRANT TOTAL						\$226.72 *
005677	TAMARA GRISHAM PV-000530	PIERCE HIGH SCHOOL	401230	REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	35.02
WARRANT TOTAL						\$35.02 *
004725	HARPER'S AUTO REPAIR PV-000540	FLD NOT USED	401231	UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	285.00
WARRANT TOTAL						\$285.00 *
001787	INLAND BUSINESS SYSTEMS PV-000547	GRAND ISLAND ELEMENTARY SCHOOL	401232	REGULAR EDUCATION, K-12	COPY MACHINE MAINTENANCE	81.40
WARRANT TOTAL						\$81.40 *
005222	J.M. KING CONSULTING INC. PV-000551	FLD NOT USED	401233	UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	4,893.75
WARRANT TOTAL						\$4,893.75 *
002978	J.W. PEPPER & SONS INC PO-000315 PO-000334	JOHNSON JR HIGH SCHOOL PIERCE HIGH SCHOOL	401234	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12	BOOKS OTHER THAN TEXTBOOKS BOOKS OTHER THAN TEXTBOOKS	130.90 116.10
WARRANT TOTAL						\$247.00 *
004549	KIMBALL MIDWEST PV-000544	FLD NOT USED	401235	UNDISTRIBUTED	MATERIALS AND SUPPLIES	27.70
WARRANT TOTAL						\$27.70 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0023 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
003459	LIFETOUCH NSS A/R PV-000532 FLD NOT USED	401236	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	1,980.00 \$1,980.00 *
005192	CATHERINE LOPEZ PV-000523 FLD NOT USED	401237	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	32.70 \$32.70 *
005728	MCCUEN CONSTRUCTION INC PO-000237 FLD NOT USED	401238	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	339,400.00 \$339,400.00 *
005713	MIDSTATE SPECIALTIES INC PV-000548 FLD NOT USED	401239	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	2,441.36 \$2,441.36 *
003446	TAMMY MINTEN PV-000526 FLD NOT USED	401240	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	126.45 \$126.45 *
003755	MJB WELDING INC PO-000275 PIERCE HIGH SCHOOL PO-000305 PIERCE HIGH SCHOOL	401241	CAREER TECHNICAL EDUCATION CAREER TECHNICAL EDUCATION CAREER TECHNICAL EDUCATION WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	69.40 90.45 469.69 \$629.54 *
002580	ORIENTAL TRADING CO PO-000299 ARBUCKLE ELEMENTARY SCHOOL	401242	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	201.72 \$201.72 *
005645	GEORGE PARKER PV-000528 FLD NOT USED	401243	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	593.72 \$593.72 *
005603	PIONEER REVIEW PV-000534 FLD NOT USED	401244	UNDISTRIBUTED WARRANT TOTAL	NEWSPAPER ADVERTISEMENTS	52.00 \$52.00 *
005321	PIQE PO-000095 FLD NOT USED FLD NOT USED	401245	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP	6,430.00 1,570.00 \$8,000.00 *
003005	PITNEY BOWES PV-000535 FLD NOT USED PV-000536 FLD NOT USED	401246	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	COMMUNICATIONS COMMUNICATIONS	66.42 10.73 \$77.15 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0023 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
000310	SCHOOL SPECIALTY INC PO-000294	ARBUCKLE ELEMENTARY SCHOOL	401247	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	528.43 \$528.43 *
005609	SIMILE CONSTUCTION SVC INC PV-000539	FLD NOT USED	401248	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	60,423.02 \$60,423.02 *
000841	TRI-COUNTY SCHOOLS PV-000531	FLD NOT USED FLD NOT USED FLD NOT USED	401249	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	HEALTH & WELFARE-CLASSIFIED HEALTH & WELFARE-CLASSIFIED HEALTH/WELFARE LIAB	6,481.00 6,972.00 15,979.00 \$29,432.00 *
005739	STACIE VELAZQUEZ PV-000529	FLD NOT USED	401250	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	33.79 \$33.79 *
003141	WAXIE SANITARY SUPPLY PV-000542 PV-000543	FLD NOT USED FLD NOT USED	401251	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	259.01 768.12 \$1,027.13 *
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS:	38	TOTAL AMOUNT OF WARRANTS:	\$477,765.78*
***	DISTRICT TOTALS ***		TOTAL NUMBER OF WARRANTS:	38	TOTAL AMOUNT OF WARRANTS:	\$477,765.78**



BATCH 24

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/14/2018

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DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 01

GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
3400	HEALTH & WELFARE	12,382.00
4300	MATERIALS AND SUPPLIES	5,943.82
4400	NONCAPITALIZED EQUIPMENT	2,257.15
5200	TRAVEL AND CONFERENCE	968.88
5500	OPERATIONS & HOUSEKEEPING SERV	5,910.93
5600	RENTALS, LEASES AND REPAIRS	518.59
5800	CONSULTING SERV/OPERATING EXP	2,462.91
7600	OTHER FINANCING USES	12,404.75
9514	HEALTH/WELFARE LIAB	15,979.00
	TOTAL FUND :	58,828.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/14/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	745.13
4700	FOOD	8,337.12
5800	CONSULTING SERV/OPERATING EXP	57.50
	TOTAL FUND :	9,139.75

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/14/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6200	NEW & IMPROVEMENT OF BUILDINGS	6,275.00
	TOTAL FUND :	6,275.00

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/14/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 95

STUDENT BODY FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	143.79
	TOTAL FUND :	143.79
	TOTAL DISTRICT:	74,386.57

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0024 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
001120	A-Z BUS SALES INC PV-000584 FLD NOT USED	401391	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	137.53 \$137.53 *
004503	ALSCO-GEYER/ACE HARDWARE PO-000196 PIERCE HIGH SCHOOL PO-000276 PIERCE HIGH SCHOOL PV-000592 FLD NOT USED	401392	CAREER TECHNICAL EDUCATION CAREER TECHNICAL EDUCATION UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	215.14 5.35 731.55 \$952.04 *
000139	ARBUCKLE FOOD CENTER PV-000583 FLD NOT USED	401393	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	36.15 \$36.15 *
000141	ARBUCKLE PUBLIC UTILITIES PV-000588 FLD NOT USED	401394	UNDISTRIBUTED WARRANT TOTAL	WATER	44.00 \$44.00 *
003855	JODI ARENS PV-000561 ARBUCKLE ELEMENTARY SCHOOL	401395	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	25.61 \$25.61 *
005301	MICHAEL BARBER PV-000553 PIERCE HIGH SCHOOL	401396	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	92.65 \$92.65 *
000295	COLUSA CO WATER WORKS DIST #1 PV-000573 FLD NOT USED	401397	UNDISTRIBUTED WARRANT TOTAL	WATER	120.00 \$120.00 *
001763	COLUSA DAIRY PV-000578 FLD NOT USED	401398	UNDISTRIBUTED WARRANT TOTAL	FOOD	17.94 \$17.94 *
005221	CREATIVE BUS SALES PV-000591 FLD NOT USED	401399	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	137.48 \$137.48 *
000736	CRESO FRESNO PV-000575 FLD NOT USED	401400	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	455.08 \$455.08 *
000429	CRYSTAL CREAMERY PV-000571 FLD NOT USED PV-000579 FLD NOT USED	401401	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FOOD FOOD	166.56 3,101.88 \$3,268.44 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0024 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
000428	THE DANIELSEN CO. PV-000576	FLD NOT USED FLD NOT USED	401402	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES FOOD	290.05 2,581.34 \$2,871.39 *
004973	ANGELA DORANTES PV-000563	FLD NOT USED	401403	UNDISTRIBUTED WARRANT TOTAL	FUEL	69.84 \$69.84 *
000514	ELFRINK'S INC. PV-000587	FLD NOT USED FLD NOT USED	401404	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES NONCAPITALIZED EQUIPMENT	564.92 2,257.15 \$2,822.07 *
005634	GENERAL PRODUCE COMPANY PV-000580	FLD NOT USED	401405	UNDISTRIBUTED WARRANT TOTAL	FOOD	1,011.85 \$1,011.85 *
004136	GERLINGER STEEL PO-000242	PIERCE HIGH SCHOOL	401406	CAREER TECHNICAL EDUCATION WARRANT TOTAL	MATERIALS AND SUPPLIES	507.00 \$507.00 *
000574	CAROL GEYER PV-000554	FLD NOT USED	401407	UNDISTRIBUTED WARRANT TOTAL	TRAVEL AND CONFERENCE	15.00 \$15.00 *
001651	GOLD STAR FOODS PV-000577	FLD NOT USED	401408	UNDISTRIBUTED WARRANT TOTAL	FOOD	1,457.55 \$1,457.55 *
004725	HARPER'S AUTO REPAIR PV-000585	FLD NOT USED	401409	UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	55.00 \$55.00 *
004976	HARRIS COMPUTER SYSTEMS PV-000574	FLD NOT USED	401410	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	57.50 \$57.50 *
005687	HUST BROTHERS INC. PV-000590	FLD NOT USED FLD NOT USED	401411	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES MATERIALS AND SUPPLIES	334.05 130.53 \$464.58 *
005199	ILLUMINATE EDUCATION INC. PO-000349	PIERCE HIGH SCHOOL	401412	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	675.00 \$675.00 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0024 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
001787	INLAND BUSINESS SYSTEMS PV-000564 PV-000565 PV-000566	JOHNSON JR HIGH SCHOOL PIERCE HIGH SCHOOL FLD NOT USED	401413	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES COPY MACHINE MAINTENANCE CONSULTING SERV/OPERATING EXP	486.31 244.53 2,092.91 \$2,823.75 *
005281	CAROL KEISER PV-000556	PIERCE HIGH SCHOOL	401414	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	82.68 \$82.68 *
003755	MJB WELDING INC PO-000305	PIERCE HIGH SCHOOL	401415	CAREER TECHNICAL EDUCATION WARRANT TOTAL	MATERIALS AND SUPPLIES	200.02 \$200.02 *
002580	ORIENTAL TRADING CO PO-000258	FLD NOT USED	401416	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	143.79 \$143.79 *
004826	MARY ORNBAUN PV-000557	FLD NOT USED FLD NOT USED	401417	REGULAR EDUCATION, K-12 REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES TRAVEL AND CONFERENCE	89.47 32.70 \$122.17 *
000094	PACIFIC GAS & ELECTRIC CO PV-000567 PV-000568 PV-000569	DO-JJH DO-JJH DO-AES	401418	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY	808.03 324.66 844.55 \$1,977.24 *
001939	TRISH PESEK PV-000560	ARBUCKLE ELEMENTARY SCHOOL	401419	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	23.65 \$23.65 *
001040	PIERCE JOINT UNIFIED SCHOOL PV-000581	FLD NOT USED	401420	UNDISTRIBUTED WARRANT TOTAL	FROM GENERAL FD TO CAFETERIA	12,404.75 \$12,404.75 *
004206	RECOLOGY BUTTE COLUSA COUNTIES PV-000572	FLD NOT USED	401421	UNDISTRIBUTED WARRANT TOTAL	GARBAGE	3,769.69 \$3,769.69 *
001861	RON RECTOR PV-000562	GRAND ISLAND ELEMENTARY SCHOOL	401422	REGULAR EDUCATION, K-12 WARRANT TOTAL	TRAVEL AND CONFERENCE	56.68 \$56.68 *
005619	EARL JAMES RUSSELL PV-000555	FLD NOT USED	401423	UNDISTRIBUTED	TRAVEL AND CONFERENCE	14.17

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0024 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
-----					
WARRANT TOTAL					\$14.17 *
001953	STAPLES ADVANTAGE	401424			
	PO-000295 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	96.72
	PO-000304 PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	282.73
	PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	665.98
	PO-000306 ARBUCKLE ALTERNATIVE HIGH SCH		ALTERNATIVE SCHOOLS	MATERIALS AND SUPPLIES	107.02
	FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	124.55
	PO-000308 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	116.15
	FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	25.96
WARRANT TOTAL					\$1,419.11 *
005397	STEVENSON PEST CONTROL	401425			
	PV-000589 FLD NOT USED		UNDISTRIBUTED	CONSULTING SERV/OPERATING EXP	370.00
WARRANT TOTAL					\$370.00 *
004986	ERIN SWEET	401426			
	PV-000558 PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	122.54
	PV-000559 PIERCE HIGH SCHOOL		NONAGENCY-EDUCATIONAL	MATERIALS AND SUPPLIES	21.60
WARRANT TOTAL					\$144.14 *
005365	TERRACON CONSULTANTS INC	401427			
	PO-000281 FLD NOT USED		UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	6,275.00
WARRANT TOTAL					\$6,275.00 *
005761	TIAA BANK	401428			
	PV-000582 GRAND ISLAND ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	COPY MACHINE MAINTENANCE	219.06
WARRANT TOTAL					\$219.06 *
000841	TRI-COUNTY SCHOOLS	401429			
	PV-000570 FLD NOT USED		UNDISTRIBUTED	HEALTH & WELFARE-CLASSIFIED	6,481.00
	FLD NOT USED		UNDISTRIBUTED	HEALTH & WELFARE-CLASSIFIED	5,901.00
	FLD NOT USED		UNDISTRIBUTED	HEALTH/WELFARE LIAB	15,979.00
WARRANT TOTAL					\$28,361.00 *
005283	ULTIMATE OFFICE	401430			
	PO-000298 ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	131.80
WARRANT TOTAL					\$131.80 *
003141	WAXIE SANITARY SUPPLY	401431			
	PV-000586 FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	1,417.54
	FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	107.25
	FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	970.62-
WARRANT TOTAL					\$554.17 *
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS: 41		TOTAL AMOUNT OF WARRANTS:	\$74,386.57*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS: 41		TOTAL AMOUNT OF WARRANTS:	\$74,386.57**



BATCH 25

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/21/2018

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DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 01 GENERAL FUND/COUNTY SCH.SRV.

OBJECT	DESCRIPTION	AMOUNT
4200	BOOKS OTHER THAN TEXTBOOKS	461.87
4300	MATERIALS AND SUPPLIES	7,459.60
4400	NONCAPITALIZED EQUIPMENT	1,229.81
5200	TRAVEL AND CONFERENCE	3,327.28
5500	OPERATIONS & HOUSEKEEPING SERV	18,055.19
5600	RENTALS, LEASES AND REPAIRS	1,803.68
5800	CONSULTING SERV/OPERATING EXP	6,128.88
5900	COMMUNICATIONS	3,479.10
	TOTAL FUND :	41,945.41

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/21/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 13

CAFETERIA FUND

OBJECT	DESCRIPTION	AMOUNT
4700	FOOD	147.33
5200	TRAVEL AND CONFERENCE	459.99
5800	CONSULTING SERV/OPERATING EXP	395.80
	TOTAL FUND :	1,003.12

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/21/2018

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 21

BUILDING FUND

OBJECT	DESCRIPTION	AMOUNT
6200	NEW & IMPROVEMENT OF BUILDINGS	375,198.23
9510	ACCOUNTS PAYABLE	192,823.12
	TOTAL FUND :	568,021.35

APY280 L.00.03

COLUSA COUNTY OFFICE OF EDUCATION  
ACCOUNTS PAYABLE SUMMARY BY OBJECT  
FOR WARRANTS DATED 12/21/2018

12/20/18 PAGE 12

DISTRICT: 034 PIERCE JT. UNIF. SCH. DIST.

FUND : 95

STUDENT BODY FUND

OBJECT	DESCRIPTION	AMOUNT
4300	MATERIALS AND SUPPLIES	2,604.00
	TOTAL FUND :	2,604.00
	TOTAL DISTRICT:	613,573.88

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0025 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
005522	ADVENTURE TO FITNESS LLC PV-000614	ARBUCKLE ELEMENTARY SCHOOL	401692	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	99.00 \$99.00 *
005821	ALL FOR KIDZ INC PV-000607	FLD NOT USED	401693	UNDISTRIBUTED WARRANT TOTAL	MATERIALS AND SUPPLIES	2,604.00 \$2,604.00 *
005481	ALMOND DIESEL REPAIR INC. PV-000605 PV-000606	FLD NOT USED FLD NOT USED	401694	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	RENTALS, LEASES AND REPAIRS RENTALS, LEASES AND REPAIRS	428.01 220.87 \$648.88 *
005638	AMPLIFIED IT PO-000329	FLD NOT USED	401695	UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	450.00 \$450.00 *
005726	CA+SA STUDIO PV-000599	FLD NOT USED	401696	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	21,289.60 \$21,289.60 *
005400	CINTAS PV-000597	FLD NOT USED FLD NOT USED	401697	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	CONSULTING SERV/OPERATING EXP CONSULTING SERV/OPERATING EXP	213.88 395.80 \$609.68 *
005217	CONTRACT PAPER GROUP PO-000344	ARBUCKLE ELEMENTARY SCHOOL	401698	REGULAR EDUCATION, K-12 WARRANT TOTAL	MATERIALS AND SUPPLIES	2,513.94 \$2,513.94 *
005719	DAVIDS BROKEN NOTE PO-000213	JOHNSON JR HIGH SCHOOL	401699	REGULAR EDUCATION, K-12 WARRANT TOTAL	RENTALS, LEASES AND REPAIRS	200.00 \$200.00 *
000028	DEPT OF JUSTICE PV-000600 PV-000601	FLD NOT USED FLD NOT USED	401700	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FINGERPRINTING FINGERPRINTING	49.00 175.00 \$224.00 *
005703	EDGENUITY INC PO-000300	FLD NOT USED	401701	REGULAR EDUCATION, K-12 WARRANT TOTAL	CONSULTING SERV/OPERATING EXP	1,500.00 \$1,500.00 *
005534	FLYERS ENERGY LLC PV-000604	FLD NOT USED FLD NOT USED	401702	UNDISTRIBUTED UNDISTRIBUTED WARRANT TOTAL	FUEL FUEL	201.28 745.61 \$946.89 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0025 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
002888	FOLLETT SCHOOL SOLUTIONS INC PO-000326	ARBUCKLE ELEMENTARY SCHOOL	401703	REGULAR EDUCATION, K-12	CONSULTING SERV/OPERATING EXP	1,247.00
		GRAND ISLAND ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	CONSULTING SERV/OPERATING EXP	1,247.00
		JOHNSON JR HIGH SCHOOL		REGULAR EDUCATION, K-12	CONSULTING SERV/OPERATING EXP	1,247.00
	PO-000332	PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	BOOKS OTHER THAN TEXTBOOKS	461.87
				WARRANT TOTAL		\$4,202.87 *
005822	FORTUNA UNION HIGH SCHOOL DIST PV-000612	PIERCE HIGH SCHOOL	401704	CAREER TECHNICAL EDUCATION	TRAVEL AND CONFERENCE	300.00
				WARRANT TOTAL		\$300.00 *
003535	LAURA HANSEN PV-000596	ARBUCKLE ELEMENTARY SCHOOL	401705	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	44.98
				WARRANT TOTAL		\$44.98 *
002896	HODGES BADGE CO INC PO-000341	ARBUCKLE ELEMENTARY SCHOOL	401706	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	91.25
				WARRANT TOTAL		\$91.25 *
005194	HUGHES HARDWOODS PO-000345	PIERCE HIGH SCHOOL	401707	CAREER TECHNICAL EDUCATION	MATERIALS AND SUPPLIES	143.83
				WARRANT TOTAL		\$143.83 *
001787	INLAND BUSINESS SYSTEMS PV-000598	GRAND ISLAND ELEMENTARY SCHOOL	401708	REGULAR EDUCATION, K-12	COPY MACHINE MAINTENANCE	404.80
				WARRANT TOTAL		\$404.80 *
003500	ALLISON JANSEN PV-000595	ARBUCKLE ELEMENTARY SCHOOL	401709	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	26.02
				WARRANT TOTAL		\$26.02 *
004555	MAGNATAG VISIBLE SYSTEMS PO-000340	JOHNSON JR HIGH SCHOOL	401710	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	430.16
				WARRANT TOTAL		\$430.16 *
003446	TAMMY MINTEN PV-000594	FLD NOT USED	401711	UNDISTRIBUTED	TRAVEL AND CONFERENCE	41.42
				WARRANT TOTAL		\$41.42 *
004019	MISSOURI TURF PAINT PV-000611	FLD NOT USED	401712	UNDISTRIBUTED	MATERIALS AND SUPPLIES	1,656.70
				WARRANT TOTAL		\$1,656.70 *
002580	ORIENTAL TRADING CO PO-000339	ARBUCKLE ELEMENTARY SCHOOL	401713	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	296.80
				WARRANT TOTAL		\$296.80 *

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0025 AP

Vendor#	Vendor name (remit)	Warrant	GOAL	OBJECT	Amount
Reference	SCHOOL				
000233	PJUSD REVOLVING ACCOUNT RC-000012	401714	UNDISTRIBUTED	COMMUNICATIONS	24.70
	FLD NOT USED		UNDISTRIBUTED	COMMUNICATIONS	1,043.34
	FLD NOT USED		UNDISTRIBUTED	COMMUNICATIONS	72.67
	FLD NOT USED		WARRANT TOTAL		\$1,140.71 *
003820	PURCHASE POWER PV-000608	401715	UNDISTRIBUTED	COMMUNICATIONS	1,000.00
	FLD NOT USED		WARRANT TOTAL		\$1,000.00 *
000639	QUILL CORPORATION PV-000603	401716	UNDISTRIBUTED	MATERIALS AND SUPPLIES	126.77
	FLD NOT USED		WARRANT TOTAL		\$126.77 *
005745	RAPTOR TECHNOLOGIES PO-000328	401717	REGULAR EDUCATION, K-12	NONCAPITALIZED EQUIPMENT	634.00
	ARBUCKLE ELEMENTARY SCHOOL		WARRANT TOTAL		\$634.00 *
000388	CINDY ROHDE PV-000593	401718	CAREER TECHNICAL EDUCATION	TRAVEL AND CONFERENCE	617.25
	PIERCE HIGH SCHOOL		WARRANT TOTAL		\$617.25 *
000310	SCHOOL SPECIALTY INC PO-000335	401719	REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	73.36
	ARBUCKLE ELEMENTARY SCHOOL		WARRANT TOTAL		\$73.36 *
005609	SIMILE CONSTRUCTION SVC INC CL-000156	401720	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	192,823.12
	FLD NOT USED		UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	11,838.63
	PV-000613		WARRANT TOTAL		\$204,661.75 *
005386	STRICTLY TECHNOLOGY LLC PO-000348	401721	UNDISTRIBUTED	NONCAPITALIZED EQUIPMENT	595.81
	FLD NOT USED		WARRANT TOTAL		\$595.81 *
003577	SUTTER BUTTES COMMUNICATIONS PV-000610	401722	UNDISTRIBUTED	COMMUNICATIONS	35.85
	FLD NOT USED		UNDISTRIBUTED	COMMUNICATIONS	215.10
	FLD NOT USED		REGULAR EDUCATION, K-12	COMMUNICATIONS	107.55
	FLD NOT USED		UNDISTRIBUTED	COMMUNICATIONS	322.65
	FLD NOT USED		WARRANT TOTAL		\$681.15 *
005365	TERRACON CONSULTANTS INC PO-000281	401723	UNDISTRIBUTED	NEW & IMPROVEMENT OF BUILDINGS	2,670.00
	FLD NOT USED		WARRANT TOTAL		\$2,670.00 *
005545	U.S. BANK CORP PAYMENT SYSTEM RC-000011	401724	UNDISTRIBUTED	MATERIALS AND SUPPLIES	23.44

DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0025 AP

Vendor#	Vendor name (remit) Reference	SCHOOL	Warrant	GOAL	OBJECT	Amount
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	206.94
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	75.56
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	169.95
		FLD NOT USED		UNDISTRIBUTED	MATERIALS AND SUPPLIES	450.31
		FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	700.00
		FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	292.03
		FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	127.96
		PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	381.10
		PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	570.96
		PIERCE HIGH SCHOOL		REGULAR EDUCATION, K-12	TRAVEL AND CONFERENCE	157.97
		ARBUCKLE ELEMENTARY SCHOOL		REGULAR EDUCATION, K-12	MATERIALS AND SUPPLIES	83.70
		PIERCE HIGH SCHOOL		CAREER TECHNICAL EDUCATION	TRAVEL AND CONFERENCE	138.59
		FLD NOT USED		UNDISTRIBUTED	FOOD	147.33
		FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	167.96
		FLD NOT USED		UNDISTRIBUTED	TRAVEL AND CONFERENCE	292.03
				WARRANT TOTAL		\$3,985.83 *
001199	UMPQUA BANK PV-000609	FLD NOT USED	401725	UNDISTRIBUTED	RENTALS, LEASES AND REPAIRS	550.00
				WARRANT TOTAL		\$550.00 *
000610	VERIZON WIRELESS PV-000602	FLD NOT USED	401726	UNDISTRIBUTED	COMMUNICATIONS	657.24
				WARRANT TOTAL		\$657.24 *
***	BATCH TOTALS ***		TOTAL NUMBER OF WARRANTS: 35		TOTAL AMOUNT OF WARRANTS:	\$256,118.69*



DISTRICT: 34 PIERCE JT. UNIF. SCH. DIST.

BATCH 0026 AP

Vendor#	Vendor name (remit) Reference SCHOOL	Warrant	GOAL	OBJECT	Amount
005728	MCCUEN CONSTRUCTION INC PO-000237 FLD NOT USED	401727	UNDISTRIBUTED WARRANT TOTAL	NEW & IMPROVEMENT OF BUILDINGS	339,400.00 \$339,400.00 *
000094	PACIFIC GAS & ELECTRIC CO PV-000615 DO-AES DO-GIES DO-PHS DO-JJH DO-AAHS FLD NOT USED	401728	UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED UNDISTRIBUTED COMMUNITY SERVICES WARRANT TOTAL	GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY GAS AND ELECTRICITY	3,395.47 1,300.09 10,644.46 2,557.34 132.86 24.97 \$18,055.19 *
***	BATCH TOTALS ***	TOTAL NUMBER OF WARRANTS:	2	TOTAL AMOUNT OF WARRANTS:	\$357,455.19*
***	DISTRICT TOTALS ***	TOTAL NUMBER OF WARRANTS:	37	TOTAL AMOUNT OF WARRANTS:	\$613,573.88**

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of January 8, 2019 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and JM Insulation, a CA Licensed Contractor #982502 ("Provider"). The District and the Provider are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider's special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District's engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.**  
**SERVICES TO BE PERFORMED BY PROVIDER**

**Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the "Services") and shall provide other services as may be requested by the District from time to time.

**Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider's work to ensure its conformity with the terms of this Agreement.

### **Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

### **Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

## **ARTICLE 2. TERM AND TERMINATION**

### **Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through February 8, 2019 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

### **Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this

Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Terms Of Payment.**

#### **Paid from Measure B Bond Fund - Not to Exceed \$ 4,250.00**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Four Thousand Two Hundred Fifty ----- Dollars (\$ 4,250.00 )

for all labor hours and materials completed by Provider. Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are performed.

**Section 3.2 No Payroll Or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**Section 3.3 Expenses.**

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

**Section 3.4 Accounting Records Of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.  
OTHER OBLIGATIONS OF PROVIDER**

**Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

**Section 4.2 Workers Compensation And Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

**Section 4.3 Materials And Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

**Section 4.4 Licenses, Permits, Fees And Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are

necessary for Provider's performance of the Services required by this Agreement.

**Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

**Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

(a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

(b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and

(d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

**Section 4.7 [Reserved]**

**Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

(c) **Additional Insured Endorsement:** Any general liability policy and auto policy provided by Contractor hereunder shall contain an endorsement which applies its coverages to District, members of District's Governing Board, and the officers, agents, employees and volunteers of District, State Allocation Board if applicable, individually and collectively, as additional insureds.

**Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

**Section 4.10 Return Of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

**ARTICLE 5.  
PROVIDER'S WORK PRODUCT**

**Section 5.1 Ownership Of Provider's Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

(c) The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

**Section 5.2 Use Of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Provider's failure to perform this duty.

**ARTICLE 6.  
GENERAL PROVISIONS**

**Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.



**Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

**Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

**Section 6.4 Status Of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

**Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

**Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:**

Attn: Daena Meras,  
Chief Business Official

Pierce Joint Unified School District  
540A 6<sup>th</sup> Street  
Arbuckle, CA 95912

**To the Provider:**

Attn: Jose Medina

JM Insulation  
P.O. Box 665  
Live Oak, CA 95953

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order Of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without

being impaired or invalidated in any way.

**Section 6.13 Effect Of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name and Title: Deana Meras, Chief Business Official

**PROVIDER:**

JM INSULATION

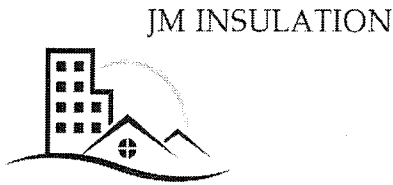
By: \_\_\_\_\_

Name and Title: Jose Medina - Owner

**APPENDIX A**  
**SCOPE OF SERVICES**

(attached)

Provide all labor, equipment and materials to install new R38 Batt Insulation in all exterior ceiling and wall areas of the new weith room space located at the North Gym at Pierce High School in accordance with quote dated December 27, 2018.



JM INSULATION  
 PO Box 665  
 Live Oak, CA 95953  
 jminsulation13@gmail.com  
 (530) 713-6785

# Proposal

Date	Proposal No.
12/27/18	2900

CONTACT
George Parker

LIC: 982502

PROJECT
New Weight Room 960 Wildwood Rd. Arbuckle, Ca. 95912

We hereby submit the following description for material and /or labor used to complete the refernced job. Please note options, if any, and / or disclaimers. Performance of work will be done in accordance with the best developed and accepted industry standars.

DESCRIPTION OF WORK TO BE DONE	Total
New Weight Room R38 unfaced batts to ceiling	4,250.00

Job Total:	\$4,250.00
------------	------------

This bid is based on the current price of labor and material. If not accepted within 30 days or started within 60 days from the bid date above, JM insulation reserves the right to submit a new bid. If a phase of this proposal has been ordered and completed to the customer's satisfaction and JM insulation has not been paid according to the terms stated above; JM insulation reserves the right not to schedule additional work on this job until the previous work completed has been paid. Ordering work to be done verbally, over the phone or otherwise without signature of this proposal constitutes a legally binding contract and all terms and conditions stated herein, spesifications and prices will apply. Any additions to, or on site changes to the specified work in this proposal will be added or deducted from the Billed Amount. Any work schedule, but not ready for insulation will be subject to an extra charge over and above the contract price. Any additional work that JM insulation is required to do by any building official or architect that is not specified in th plans or required by any Gov't State or local building codes, then additional charge over and above this contract may be imposed. JM Insulation carries WorkMan's compensation and public liability and property damage insurance. Note: Any payments not paid on time will be charged an additional 18% monthly late fee.

JM Insulation's Representative:  
 Jose Medina

Accepted By:

Date:

\_\_\_\_\_

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of December 27, 2018 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and EMPIRE DRYWALL, INC, a CA Licensed Contractor ("Provider"). The District and the Provider are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider's special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District's engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.**  
**SERVICES TO BE PERFORMED BY PROVIDER**

**Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the "Services") and shall provide other services as may be requested by the District from time to time.

**Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider's work to ensure its conformity with the terms of this Agreement.

### **Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

### **Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

## **ARTICLE 2. TERM AND TERMINATION**

### **Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through February 1, 2019 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

### **Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this

Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Terms Of Payment.**

#### **NTE - \$14,540 Funded by Measure B Bond Program**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Fourteen Thousand Five Hundred Forty ----- Dollars (\$14,540.00 )



for all labor hours and materials completed by Provider. Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are performed.

**Section 3.2 No Payroll Or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**Section 3.3 Expenses.**

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

**Section 3.4 Accounting Records Of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.  
OTHER OBLIGATIONS OF PROVIDER**

**Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

**Section 4.2 Workers Compensation And Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

**Section 4.3 Materials And Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

**Section 4.4 Licenses, Permits, Fees And Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are

necessary for Provider's performance of the Services required by this Agreement.

**Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

**Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

(a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

(b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and

(d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

**Section 4.7 [Reserved]**

**Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

(c) **Additional Insured Endorsement:** Any general liability policy and auto policy provided by Contractor hereunder shall contain an endorsement which applies its coverages to District, members of District's Governing Board, and the officers, agents, employees and volunteers of District, State Allocation Board if applicable, individually and collectively, as additional insureds.

**Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

**Section 4.10 Return Of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

**ARTICLE 5.  
PROVIDER'S WORK PRODUCT**

**Section 5.1 Ownership Of Provider's Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

(c) The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

**Section 5.2 Use Of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Provider's failure to perform this duty.

**ARTICLE 6.  
GENERAL PROVISIONS**

**Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

**Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

**Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

**Section 6.4 Status Of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

**Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

**Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:**

Attn: Daena Meras,  
Chief Business Official

Pierce Joint Unified School District  
540A 6<sup>th</sup> Street  
Arbuckle, CA 95912

**To the Provider:**

Attn: Justin Barker

Empire Drywall, Inc.  
13524 Hanna Way  
Redding, CA 96003

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order Of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without

being impaired or invalidated in any way.

**Section 6.13 Effect Of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name and Title: Daena Meras, Chief Business Official

**PROVIDER:**

EMPIRE DRYWALL, INC.

By: \_\_\_\_\_

Name and Title: Justin Barker, President

## **APPENDIX A SCOPE**

### **OF SERVICES**

(See attached)

**Provide all labor and materials to install new 5/8" drywall including tape & texture and make additional surface repairs to the weight room renovation project located at Pierce HS. Work shall be as described in the attached quote # 11254, dated 12/26/18 .**





Empire Drywall, Inc.

# Estimate

13524 Hanna Way, Redding CA 96003  
 530-515-8127  
 justin@empiredrywallandframing.com  
 lic# 921778

Date	Estimate No.
12/26/2018	11254

**Name/Address**

PJUSD  
 540 A 6th st.  
 Arbuckle Ca 95912

Project
Pierce High School Weight Room

Description	Additional Notes	Cost
Install 5/8" drywall on the ceiling and walls of the existing room Infill 2 windows using drywall Wood beams at ceiling will remain exposed Fix existing walls as necessary using Lath and plaster including corner trim Build up the sills of all windows in the existing building using lath and concrete patching compound Fix spalled concrete on the existing walls using lath and concrete patching compound Drywall will be finished with a level 4 smooth walls The wall at the lobby will have drywall installed around the new doors Floors will be covered prior to taping and plaster application This price includes all labor and materials to complete this project This is quoted as a prevailing wage project		14,540.00

DIR# 1000042228  
 Lic # 921778

<b>Total</b>	<b>\$14,540.00</b>
--------------	--------------------



**Warren.asbestoS**

LIC: 674559 / DOSH: 238

**P.O. Box 310  
Bangor, CA 95914  
Phone 530-679-1100  
FAX 530-679-1010**



# Invoice

Date	Invoice #
1/4/2019	4156

Bill To	Project
Pierce Joint Unified School District 540A 6th Street Arbuckle, CA 95912 Attn: George Parker	Pierce Joint Unified School District

P.O. No.	Terms

Item	Quantity	Description	Rate	Amount
Abatement		Removal of TSI in the old locker room.  Price includes labor, materials, and disposal.	1,495.00	1,495.00

Thank you for your business.	<b>Total</b>	\$1,495.00
------------------------------	--------------	------------

Phone #	Fax #	E-mail
530-679-1100	530-679-1010	kevin@warrenasbestos.com

# Estimate

Promaxima Manufacturing, LLC  
 5310 Ashbrook Drive  
 Houston TX 77081  
 USA Phone: 713-667-9606



Tax ID: 76-0578028  
 Customer No: 540  
 Estimate No: 10776  
 Salesperson: SPIRE, GREG

**Bill To:**

PIERCE JOINT UNIFIED SCHOOL  
 DISTRICT  
 ATTN: Michael Barber  
 540 A 6TH ST  
 Arbuckle CA 95912  
 Phone: 530-908-0329  
 Email: mbarber@pierce.k12.ca.us

**Ship To:**

PIERCE JOINT UNIFIED SCHOOL  
 DISTRICT  
 ATTN: Michael Barber  
 540 A 6TH ST  
 Arbuckle CA 95912  
 Phone: 530-908-0329  
 Email: mbarber@pierce.k12.ca.us

Cust PO	FOB	Terms	Date Order	Requested Delivery	
			12/18/2018		
Line No.	Qty	Item	Description	Unit Price	Net Amount
1	7	E-FLOORING	BEAST 10.5MM X 4' X 50' ES 103	949.00	6,643.00
2	1	E-FLOORING	BEAST 10.5MM 4' X 25' ES 103	474.50	474.50
3	1	E-FLOORING	150 SQ FT ES00 BLACK DROP ZONE	625.00	625.00
4	6	E-FLOORING	P-LOGO FOR INLAID PLATFORMS	425.00	2,550.00
5	4	EZ GRIP GLUE	4 GALLON EZ GRIP GLUE	199.00	796.00
6	1	FREIGHT		2,195.00	2,195.00
7	1	INSTALLATION		3,825.00	3,825.00
8	1	INSTALLATION	OF LOGOS FOR INLAID PLATFORMS	210.00	210.00

Thank you for doing business with Promaxima  
 Building Champions for over 50 years

Sale Amount:	17,318.50
Sales Tax:	0.00
Prepaid:	0.00
<b>Total Amount:</b>	<b>17,318.50</b>

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (the "Agreement") is made and entered into as of January 8, 2019 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and Horizon Brothers Restoation, a CA Licensed Contractor ("Provider"). The District and the Provider are collectively referred to in this Agreement individually as "Party" and collectively as the "Parties." This Agreement is made with reference to the following facts:

**WHEREAS**, the District requires services and/or advice of a highly specialized and technical nature in connection with certain financial, economic, accounting, consulting and/or administrative matters and such services and advice are not available within the District and cannot be performed satisfactorily by District employees; and

**WHEREAS**, Provider possesses the necessary expert knowledge, experience, and ability to perform services not available through District personnel, and Provider is specially experienced and competent to provide to the District certain specialized services and/or advice in one or more of the foregoing areas; and

**WHEREAS**, the District desires to engage Provider pursuant to Government Code Section 53060 because of Provider's special expertise and experience, and Provider desires to be engaged by the District; and

**WHEREAS**, the District and Provider desire to reduce to writing the terms and conditions of the District's engagement of Provider; and

**NOW, THEREFORE**, in consideration of the mutual covenants set forth below, the Parties hereby agree as follows:

**ARTICLE 1.**  
**SERVICES TO BE PERFORMED BY PROVIDER**

**Section 1.1 Performance Of Services.**

Provider agrees to perform services for the District as described in Appendix A to this Agreement (the "Services") and shall provide other services as may be requested by the District from time to time.

**Section 1.2 Method Of Performance And General Supervision.**

Provider will determine the methods, details, and means of performing the Services required by this Agreement. Subject to the foregoing, the District retains the right to inspect, to stop work, to prescribe alterations and generally to monitor Provider's work to ensure its conformity with the terms of this Agreement.

**Section 1.3 Employment Of Assistants.**

Provider may, at Provider's own expense, employ such assistants as Provider deems necessary to perform the services required of Provider by this Agreement. District may not control, direct, or supervise Provider's assistants or Providers in the performance of those services.

**Section 1.4 Provider's Certifications, Representations and Warranties**

Provider makes the following certifications, representations and warranties for the benefit of the District. Provider acknowledges and agrees that the District, in deciding to engage Provider pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representation and warranties and their effectiveness throughout the term of this Agreement and the course of Provider's engagement hereunder.

(a) Provider is qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable law, Provider has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District, such services as are called for hereunder.

(b) Provider, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws.

(c) Provider will perform their services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Provider will furnish, at their expense, those services that are set forth in this Agreement and represents that such services are within the technical and professional areas of expertise of the Provider or any sub-Provider the Provider has engaged or will engage to perform the service(s).

**ARTICLE 2.  
TERM AND TERMINATION**

**Section 2.1 Term.**

(a) This Agreement shall become effective on the Effective Date and shall continue through February 8, 2019 (the "Term"), unless the Agreement is earlier terminated by either Party in accordance with Section 2.2, below. Pursuant to Education Code Section 17596, the Agreement Term including all renewals shall not exceed five (5) years.

**Section 2.2 Termination.**

(a) This Agreement may be terminated by either Party upon fourteen (14) days written notice to the other Party in the event of a substantial failure of performance by such other Party, including insolvency of Provider or if the District should decide to abandon or indefinitely postpone the Project.

(b) In the event of a termination based upon abandonment or postponement by District, the District shall pay the Provider for all services performed and all expenses incurred under this

Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of the abandonment or postponement, plus any sums due to the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents, whether delivered to the District or in the possession of the Provider. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased Provider and replacement Provider costs, shall be deducted from payments to the Provider.

(c) In the event a termination for cause is determined to have been made wrongfully, or without cause, then the termination shall be treated as a termination for convenience in accordance with Section 2.2 (d) below, and Provider shall have no greater rights than they would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by Provider.

(d) This Agreement may be terminated for convenience by District without cause, upon twenty (20) days written notice to the Provider. In the event of a termination without cause, the District shall pay to the Provider for all services performed and all expenses incurred under this Agreement supported by documentary evidence, including payroll records, and expense reports up until the date of notice of termination, plus any sums due the Provider for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to other documents, whether delivered to the District or in the possession of the Provider.

(e) In the event of a dispute between the Parties as to performance of the work or the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of this dispute, Provider agrees to continue the work diligently to completion. If the dispute is not resolved, Provider agrees it will neither rescind the Agreement nor stop the progress of the work, but Provider's sole remedy shall be to submit such controversy to determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before. The Parties may agree in writing to submit any dispute between the Parties to arbitration. The District agrees to pay the Provider the undisputed amounts due under this Agreement.

The Parties understand and agree that this Termination Article shall govern all termination rights and procedures between the Parties. Any termination provision that is attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

### **ARTICLE 3. COMPENSATION**

#### **Section 3.1 Terms Of Payment.**

#### **Paid from Measure B Bond Fund - Not to Exceed \$ 6,780.00**

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Six Thousand Seven Hundred Eighty ----- Dollars (\$6,780.00 )

for all labor hours and materials completed by Provider. Provider shall submit to the District a statement of services rendered with an invoice. The District agrees to pay the amount due to Provider for the Services within 30 days after the Services are performed.

**Section 3.2 No Payroll Or Employment Taxes.**

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Provider. The payroll or employment taxes that are the subject of this Section include, but are not limited to, FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

**Section 3.3 Expenses.**

Provider shall be reimbursed for the reasonable and actual out-of-pocket expenses incurred by Provider in the performance of Provider's duties and responsibilities under this Agreement, as provided for in Appendix A, provided that Provider shall first furnish proper vouchers and expense accounts setting forth the information required by the Internal Revenue Service for deductible business expenses.

**Section 3.4 Accounting Records Of The Provider.**

Records of the Provider's direct personnel and authorized reimbursable expenses and records of accounts between the District and Provider shall be kept on a generally recognized accounting basis, and shall be available for inspection by the District at mutually convenient times.

**ARTICLE 4.  
OTHER OBLIGATIONS OF PROVIDER**

**Section 4.1 Nonexclusive Services.**

Provider may represent, perform services for, and/or be employed by such additional companies, persons, or clients as Provider, in Provider's sole discretion, chooses.

**Section 4.2 Workers Compensation And Unemployment Insurance And Licenses.**

Provider shall be responsible for providing, at Provider's own expense, disability, unemployment and other insurance, workers' compensation, training, permits and licenses for Provider and for Provider's employees, agents and independent Providers, as may be required by law.

**Section 4.3 Materials And Equipment.**

Provider shall supply all materials and equipment required to perform the Services under this Agreement, except as may be otherwise specified in Appendix A.

**Section 4.4 Licenses, Permits, Fees And Assessments.**

Provider shall obtain at Provider's sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Provider shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are

necessary for Provider's performance of the Services required by this Agreement.

#### **Section 4.5 Fingerprinting.**

For any work performed by Provider at District facilities, if and when requested by the District, Provider's employees are required to submit fingerprints to the Department of Justice where an employee may come into contact with students at any District site pursuant to Education Code section 45125.1. The Department of Justice will ascertain whether the employee has a pending criminal proceeding for a violent or serious felony, or has been convicted of a violent or serious felony as those terms are defined in Penal Code sections 667.5(c) and 1192.7(c), respectively. Provider shall not permit an employee to come into contact with students until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code section 45125.1. Provider shall provide District with a list of names of employees who may come into contact with students and must certify in writing to the District that none of its employees who may come into contact with students have been convicted of a felony as defined in Education Code section 45125.1. District may request the removal of an employee from a District site at any time. Failure to comply with any of the provisions of this Section may result in termination of this Agreement.

#### **Section 4.6 Confidentiality.**

Provider acknowledges that, during the term of this Agreement, Provider may have access to privileged and confidential materials and information in the custody of clients of the District. Provider covenants and agrees to keep such information confidential and not to disclose such information directly or indirectly during, or subsequent to, the term of this Agreement. Provider further acknowledges that, during the term of this Agreement, Provider may obtain and have access to certain proprietary or confidential information, knowledge, technology, data, methods, files, records, and client lists relating to the District's business (collectively, the "Confidential Information"), which the District and Provider agree are proprietary or confidential in nature.

Provider acknowledges that:

(a) The Confidential Information will be developed and acquired by the District at great expense, is of great significance and value to the District, and constitutes trade secrets;

(b) The Confidential Information will be made known to the Provider in full reliance on this Agreement;

(c) The Confidential Information is material and critically important to the effective and successful conduct of the District's business operations and activities; and

(d) Any use of the Confidential Information by Provider other than for the District's benefit in connection with the business relationship between Provider and the District established by this Agreement will constitute a wrongful usurpation of the Confidential Information by Provider. The Provider hereby agrees to forever hold the Confidential Information in strict confidence and secret; provided, however, that Provider may disclose any or all of the Confidential Information to any corporation, partnership, trust, firm or other business entity not affiliated with the District if prior written consent of the District is obtained by Provider.

#### **Section 4.7 [Reserved]**



**Section 4.8 Insurance.**

Provider shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Provider and District from claims which may arise out of or result from Provider's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

(a) Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California.

(b) Comprehensive general and auto liability insurance with limits of not less than ONE MILLION DOLLAR (\$1,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:

- (i) owned, non-owned and hired vehicles;
- (ii) blanket contractual;
- (iii) broad form property damage;
- (iv) products/completed operations; and
- (v) personal injury.

(c) **Additional Insured Endorsement:** Any general liability policy and auto policy provided by Contractor hereunder shall contain an endorsement which applies its coverages to District, members of District's Governing Board, and the officers, agents, employees and volunteers of District, State Allocation Board if applicable, individually and collectively, as additional insureds.

**Section 4.9 Indemnification.**

To the fullest extent permitted by law, Provider shall fully indemnify, defend and hold harmless the District, its employees, agents and independent Providers from claims, demands, causes of actions and liabilities of every kind and nature whatsoever arising out of or in connection with Provider's services performed under this Agreement. This indemnification shall extend to claims occurring after this Agreement is terminated as well as while it is in force.

**Section 4.10 Return Of District Property.**

On the termination of this Agreement or whenever requested by the District, Provider shall immediately deliver to the District all property in Provider's possession or under Provider's control belonging to the District in good condition, ordinary wear and tear and damage by any cause beyond the reasonable control of Provider excepted.

**ARTICLE 5.  
PROVIDER'S WORK PRODUCT**

**Section 5.1 Ownership Of Provider's Work Product.**

(a) Provider agrees that any and all intellectual properties, including, but not limited to, all ideas, concepts, themes, computer programs or parts thereof, documentation or other literature, or illustrations, or any components thereof, conceived, developed, written, or contributed by Provider, either individually or in collaboration with others, pursuant to this Agreement, shall belong to and be the sole property of District.

(b) Provider agrees that all rights in all works prepared or performed by Provider pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described in Subsection (a) above, shall belong exclusively to District and shall constitute "works made for hire."

(c) The provisions of this Section shall not apply to any of Provider's rights in any invention for which no equipment, supplies, facilities, or trade secret information of District was used, which was developed entirely on Provider's own time, and which:

(i) Does not relate, at the time of conception or reduction to practice of the invention, to District's business or to District's actual or demonstrably anticipated research or development; or

(ii) Does not result from any work performed by Provider for District.

**Section 5.2 Use Of Copyrighted Materials.**

Provider warrants that any materials provided by Provider for use by District pursuant to this Agreement shall not contain any material that is protected under the Copyright Act or any other similar law, except to the extent of "fair use," as that concept is defined in the Copyright Act, and except to the extent that Provider has obtained permission to use such work from the copyright holder. Provider shall be solely responsible for ensuring that any materials provided by Provider for use by District pursuant to this Agreement satisfy this requirement. Provider agrees to hold District harmless from all liability or loss, including debt or exercise for attorneys' fees to which District is exposed on account of Provider's failure to perform this duty.

**ARTICLE 6.  
GENERAL PROVISIONS**

**Section 6.1 Disputes Resolution.**

In the event of any disputes or disagreement between the District and Provider with respect to the interpretation of any provision of this Agreement, or to the performance of the Parties under this Agreement, each Party shall appoint a designated representative to meet in good faith, to resolve the dispute or to negotiate an adjustment to any provision of this Agreement. Such negotiations shall be conducted in a timely manner to avoid undue delay in resolving the dispute. No formal proceeding for judicial resolution of any dispute or disagreement shall be commenced until a Party concludes in good faith and provides written notice to the other Party that an amicable resolution of the matter at issue through continued negotiation does not appear likely.

**Section 6.2 Default.**

A Party will be considered in default of its obligations under this Agreement if such Party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement and such failure continues for ten (10) days after the non-defaulting Party gives the defaulting Party written notice thereof. In the event of default, the non-defaulting Party, upon written notice to the defaulting Party, may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law.

**Section 6.3 Amendments.**

This Agreement may not be altered or modified, except by a writing signed by the Parties.

**Section 6.4 Status Of Provider.**

Provider enters into this Agreement, and will remain throughout the term of the Agreement, an independent Provider. Neither Provider nor its employees, agents or independent Providers shall become an employee, joint venturer, partner, agent or principal of the District while this Agreement is in effect. Provider's employees, agents and independent Providers shall not be entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave or any other employment benefit.

**Section 6.5 Governing Law.**

This Agreement shall be governed by and construed according to the laws of the State of California that would apply if all Parties were residents of California and the Agreement was made and performed in California.

**Section 6.6 Notices.**

All notices and demands between the Parties hereto shall be in writing and shall be served either personally or by registered or certified mail. Such notices or demands shall be deemed given when personally delivered or seventy-two (72) hours after the deposit thereof in the United States mail, postage prepaid, addressed to the Party to whom such notice or demand is to be given or made. Such notices and demands may also be sent by telex, telegraph, telecopier or other similar electronic transmission device providing for a permanent record of the notice or demand, and, if so served, such notice or demand shall be deemed given and made at the time the device confirms to the sender delivery thereof to the addressee.

All notices and demands shall be given as follows:

**To the District:**

Attn: Daena Meras,  
Chief Business Official

Pierce Joint Unified School District  
540A 6<sup>th</sup> Street  
Arbuckle, CA 95912

**To the Provider:**

Attn: Emmanuel Rozakis

Horizon Brothers Restoration  
5907 26th Street  
Rio Linda, CA 95673

Each Party may designate in writing such other place or places that notices and demands may be given.

**Section 6.7 Assignment.**

This Agreement shall not be assigned by either Party without the prior written consent of the other Party.

**Section 6.8 Order Of Precedence.**

In the event of any conflict or inconsistency in the interpretation of this Agreement (including Attachments), such conflict or inconsistency shall be resolved by giving precedence to the body of this Agreement, then to the Attachments.

**Section 6.9 Agreement Interpretation.**

This Agreement is the result of arm's length negotiations between the Parties, and shall be construed as drafted by all Parties such that any ambiguities shall not be construed against either Party.

**Section 6.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the Parties as of the Effective Date at such time as all signatories hereto have signed a counterpart of this Agreement.

**Section 6.11 Entire Agreement.**

This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and it supersedes all other prior and contemporary agreements, understanding, and commitments between the Parties with respect to the subject matter of the Agreement.

**Section 6.12 Severability.**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without

being impaired or invalidated in any way.

**Section 6.13 Effect Of Recitals.**

The Recitals and Exhibits herein are deemed true and correct, are hereby incorporated into this Agreement as though fully set forth herein, and the Parties acknowledge and agree that they are bound by the same.

**Section 6.14 Force Majeure.**

Notwithstanding any other terms and conditions hereof, in the event that a Party is materially unable to perform any of its obligations hereunder because of severe weather, natural disasters, riots, wars, acts of terrorism, governmental action or other events of force majeure beyond the Party's control, then such Party shall, upon written notice to the other Party hereof, be relieved from its performance of such obligations to the extent, and for the duration, that such performance is prevented by such events; provided that such Party shall at all times use its best efforts to resume such performance.

**IN WITNESS WHEREOF**, the Parties hereto have entered into this Agreement as of the Effective Date of this Agreement.

**DISTRICT:**

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**

By: \_\_\_\_\_

Name and Title: Deana Meras, Chief Business Official

**PROVIDER:**

**HORIZON BROTHERS RESTORATION**

By: \_\_\_\_\_

Name and Title: Emmanuel Rozakis, Co-Owner

**APPENDIX A**  
**SCOPE OF SERVICES**

(attached)

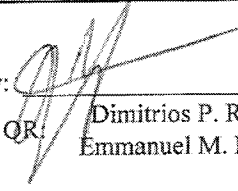
**Provide all labor, equipment and materials to paint all interior surfaces within the new Weight Room space located in the North Gym at PHS in accordance with quote dated January 8, 2019.**

# Cost Proposal & Estimate

## H.B Restoration INC.

5907 26th St. Rio Linda, CA. 95673 - Email: HBR.INC.17@Gmail.com

License # 1034975 - DIR # 1000055112

<b>Pierce Joint USD</b>	Date: 1/8/19	Bid Time:
540-A 6th Street P.O. Box 239, Arbuckle, CA 95912	Contact/Tell: George Parker (530)788-3533	
<b>Pierce High School</b>	Contact/Fax:	
960 Wildwood Rd, Arbuckle, CA 95912	Contact/Email: George Parker <gparker@pierce.k12.ca.us>	
<p>We hereby Submit Specifications and estimates for:</p> <p><b>Interior Painting of Weight Room @ Pierce HS</b>                  prep prime and apply two coats of finish to all newly installed drywall (ceillings included)                  stain the two wooden beams on the ceiling color to be choosen by owner                  color scheme to include a wainscoat, body color, and door color</p> <p>work to be completed within 5 days</p> <p style="text-align: right;"><b>Total</b> <b>\$6,780.00</b></p>		
<p><b>WE PROPOSE</b> hereby to furnish material and labor - complete in accordance with the above specifications, for the sum of:</p> <p><i>Money Cost:</i> <i>Six Thousand Seven Hundred Eighty Dollars</i></p>		
<p>All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delay beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.</p>		
<p>Authorized By: </p> <p>OR: Dimitrios P. Rozakis, CEO Emmanuel M. Rozakis, COO</p>		
<p><b>ACCEPTANCE OF PROPOSAL</b></p> <p>The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.</p>	Signature:	
	Date of Acceptance:	
<p>Note: This proposal may be withdrawn by Horizon Brothers if not accepted by 30 days.</p>		

**AGREEMENT**  
**FOR**  
**ARCHITECTURAL SERVICES**  
**BETWEEN**  
**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**AND**  
**EAGLE ARCHITECTS**  
**MUSIC, AG FLORAL & KEYBOARDING CLASSROOM MODERNIZATION**  
**PROJECT**  
**At**  
**PIERCE HIGH SCHOOL**  
**PN PHS-04**

January 8, 2019

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
540A Sixth Street  
Arbuckle, California 95912



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**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES**

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This Agreement for Architectural Services (“Agreement”) is between the Pierce Joint Unified School District, a California public school district (the “District”), and Eagle Architects license number C18899, (the “Architect”), with respect to the following recitals:

- A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement.** “Agreement” shall mean this Agreement for Architectural Services.

1.3 **Architect.** “Architect” shall mean Eagle Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform

work on the Project or any replacement.

1.7 **District.** “District” shall mean Pierce Joint Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE**

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

## **ARTICLE 3 DESCRIPTION OF PROJECT**

3.1 The Project concerning which such architectural services shall be provided is described as:

Modernization of 3 (Music, Ag Floral, Keyboarding) Classroom Spaces at Pierce HS

The project [is] ~~is not~~ intended to be split into multiple prime contracts.

## ARTICLE 4 COMPENSATION

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed \$29,860.00, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its January 2, 2019, fee estimate. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Architect may invoice separately for Additional Services if provided by Architect under Article 6. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

### 4.3 Reimbursable Expenses

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total estimated reimbursement for Reimbursable Expenses shall not exceed \$3,000.00 which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District

disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. \$2,000 will be withheld from any Construction Phase payments until District receives certification of Field Act approval. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain those records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

**ARTICLE 5**  
**BASIC SERVICES TO BE RENDERED BY ARCHITECT**

**5.1 General**

5.1.1 Architect's Basic Services consist of the design services, including ~~landscaping~~ architectural services ~~and landscape irrigation design~~, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a minimum of one (1) full-time employees before construction commences, and one (1) full-time employees after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect

shall be qualified to perform the services for which they are provided. Architect shall obtain District's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon seven (7) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

## 5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 When required, the Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 When required, the Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for

determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by ~~the Division of the State Architect ("DSA")~~, OPSC and California Department of Education in connection therewith.

### 5.3 Schematic Design Phase

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.



## 5.4 Design Development Phase

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from ~~the DSA~~, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having

approval authority over such plans for their review and approval at no expense to the District.

## **5.5 Contract Documents Phase**

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of ~~DSA approval~~ of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

## 5.6 Bidding and Negotiations Phase

5.6.1 Following ~~DSA's and~~ District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of \$100 shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost.

To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

~~[For financial hardship projects, use the following paragraph for 5.6.3 in lieu of the preceding paragraph.]~~

~~This project is a financial hardship project, and should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District, Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids that are less than such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project at less than the Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate at bid opening, the Architect may, as an alternative, include in the Contract Documents for a bid package one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project at less than the Architect's Project Construction Cost.~~

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

## 5.7 Construction Phase

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the

District only to the extent provided in the Contract Documents, unless District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.

5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information (“RFI’s”) from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect’s control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect’s own knowledge of the Project (including documents in Architect’s possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor’s work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor’s compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor’s compliance.

**~~[Use the following sentence if the District assigns primary responsibility to the Architect for compliance with DSA's Construction Oversight Process]~~**

~~Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.~~

~~The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6-AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.~~

~~The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.~~

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, but under no circumstances less than three visits, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District

or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

**[OPTIONAL PROVISION]**

**With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.**

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects subject to and for the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.



5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the “added value” portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect’s Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties’ intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect’s request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 When required, the Architect shall provide a color schedule of all finish materials in the Project for the District’s review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the

Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

**5.8 Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

## **ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 7 RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

## **ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence

limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.9 Each of Architect's consultants shall comply with this Article, and Architect shall include

such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

9.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis,

Architect shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

10.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

**ARTICLE 11  
COMPLIANCE WITH LAWS**

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

**ARTICLE 12  
TERMINATION OF AGREEMENT**

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then



Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

### **12.3 Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

## **ARTICLE 13 ARCHITECT AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

**ARTICLE 14**  
**STANDARDIZED MANUFACTURED ITEMS**

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

**ARTICLE 15**  
**OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

**ARTICLE 16**  
**LICENSING OF INTELLECTUAL PROPERTY**

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation,

modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

## ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

## ARTICLE 18 INDEMNITY

18.1 **Architect Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers,**

agents and employees (“District Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect’s officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. ~~{The following 2 sentences should be omitted if a project-specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers architects for their legal liability arising out of their professional services on a primary basis.}~~ Architect’s obligation for the costs of defense of such claims shall be limited to the Architect’s proportionate share of liability, in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant’s business, Architect shall meet and confer with other parties to the claim regarding unpaid defense costs. For purposes of this Article 18.1 only, “claims” means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District’s attorneys’ fees, experts’ fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

## ARTICLE 19 TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as *Exhibit B* to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time

for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

**District:** Pierce Joint Unified School District  
P.O. Box 239  
Arbuckle, California 95912  
Attention: Daena Meras, Chief Business Official

**Architect:** Eagle Architects  
349 Silver Lake Drive  
Chico, CA 95973  
Attention: Alan Chambers

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach under this Agreement, except as may be specifically agreed to in a written amendment to this Agreement.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

\*\*\*\*\*

**ARCHITECT:**  
EAGLE ARCHITECTS

**DISTRICT:**  
PIERCE JOINT UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Alan Chambers

By: \_\_\_\_\_  
Deana Meras, Chief Business Official

*Exhibit A*  
**SCOPE PROPOSAL & RATE SCHEDULE**

**Eagle Architects**  
349 Silver Lake Drive  
Chico, CA 95973  
(530)898-0123

January 2, 2019

Carol Geyer  
Superintendent  
Pierce Joint Unified School District  
540A Sixth Street  
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services  
Modernization Classrooms Revised  
Pierce High School  
960 Wildwood Road  
Arbuckle, CA. 95912  
EA Job# 2018-34

Dear Ms. Geyer,

I am glad to have the opportunity to continue a working relationship with Pierce Joint Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Eagle Architects for the Classroom Modernization at Pierce High School in Arbuckle.

The scope of work shall include the modernization of the existing buildings Unit A & Unit C on campus. The work shall include the removal of the existing Ag Science Floral Classroom from its present location in Unit A to its new location in Unit C (Existing Media Computer Classroom); the removal of the existing Media/Computer Classroom from its present location in Unit C to its new location in Unit A (Existing Floral Classroom); the modernization of the older cafeteria & kitchen into the new band room & supporting office & practice rooms. The work shall include all power, lighting & HVAC modifications to accommodate the relocations & modernizations. The duration of this contract shall be from January 18, 2019 through an approximate completion of August 31, 2019. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Site visit to field verify existing conditions Architect, Mechanical Engineer & Electrical Engineer	\$2900
Construction Documents Include the following documents: 1. Cover sht./ plot plan/general notes 2. Campus Site Plan 3. Site Plan 4. Demo floor Plans 5. New Floor Plans	\$23,960



6. Partial Roof Plan 7. Demo Reflected Ceiling Plans 8. New Reflected Ceiling Plans 9. Finish Plan & Finish Schedule 10. Architectural Details 11. Specifications on drawings 12. HVAC Schedules & Notes 13. HVAC Floor Plan & Details 14. Plumbing Schedules & Notes 15. Plumbing Floor Plan & Details 16. Electrical Schedules & Notes 17. Electrical Site Plan 18. Electrical Power & Lighting Plans 19. Low Voltage Plans including data only. 20. Coordination review & approval with PHS staff & District Staff 21. Construction documents will not be submitted to DSA for plan check electronic review	
Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change	\$26,860
Reimburseables- Printing costs to be billed at cost plus 10%- Estimated Budget	\$3000
Bidding- Prepare & Issue documents for Bidding Prepare Addendums Attend Bid Walk Through with district & bidders- Architect only Answer questions & RFIs via email & phone- Architect, Mechanical & Electrical Engineer	Hourly
Construction Administration Pre-construction meeting with contractor & inspector- architect only Answer questions & RFIs via email or phone Review submittals from Contractor 1 site visit during construction Architect 1 site visit during construction mechanical engineer 1 site visit during construction electrical engineer Final Observation/Punch list walk through by Architect, Mechanical Engineer & Electrical Engineer	Hourly

All additional Services shall be billed at an hourly rate of \$125.00.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Eagle Architects are copyrighted under US copyright laws. Eagle Architects holds copyrights to all instruments of service until transferred or grants licenses for those rights.

I hope this meets with your approval and I look forward to continue my relationship with Pierce Joint Unified School District.

Sincerely,  
Eagle Architects

Alan S. Chambers  
Principal

---

ACCEPTED

IN WITNESS WHEREOF, Pierce Joint Unified School District and Eagle Architects have executed this Agreement.

CLIENT  
Pierce Joint Unified School District

CONSULTANT  
Eagle Architects

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By: Carol Geyer, Superintendent  
Date:

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By: Alan S. Chambers, President  
Date:

*Exhibit B*  
**PROJECT SCHEDULE**

**AGREEMENT**  
**FOR**  
**ARCHITECTURAL SERVICES**  
**BETWEEN**  
**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**AND**  
**EAGLE ARCHITECTS**  
**MODERNIZATION OF HISTORIC MAIN BUILDING PROJECT**  
**(ADA RAMPS, RESTROOMS AND FIRE ALARM)**  
**At**  
**PIERCE HIGH SCHOOL**  
**PN PHS-10**

January 8, 2019

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
540A Sixth Street  
Arbuckle, California 95912

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**AGREEMENT  
FOR  
ARCHITECTURAL SERVICES**

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This Agreement for Architectural Services (“Agreement”) is between the Pierce Joint Unified School District, a California public school district (the “District”), and Eagle Architects license number C18899, (the “Architect”), with respect to the following recitals:

- A. District proposes to undertake the construction of improvement projects which require the services of a duly qualified and licensed architect.
- B. Architect represents that Architect is licensed to provide architectural/engineering services in the State of California and is specially qualified to provide the services required by the District, specifically the design and construction oversight of public school(s).
- C. The Parties have negotiated the terms under which Architect will provide such services and reduce such terms to writing by this Agreement.

The Parties therefore agree as follows:

**ARTICLE 1  
DEFINITIONS**

1.1 **Additional Services.** “Additional Services” shall mean those services in addition to the Basic Services that are provided by Architect and authorized in writing by the District, and as further defined in Article 6 below.

1.2 **Agreement.** “Agreement” shall mean this Agreement for Architectural Services.

1.3 **Architect.** “Architect” shall mean Eagle Architects, and its officers, shareholders, owners, partners, employees, agents and authorized representatives.

1.4 **Basic Services.** Architect’s Basic Services consist of the design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project, as further defined in Article 5.

1.5 **Contract Documents.** “Contract Documents” shall mean those documents which are required for the actual construction of the Project, including but not limited to the Agreement between Owner and Contractor, complete working drawings and specifications setting forth in detail sufficient for construction the work to be done and the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work.

1.6 **Contractor.** “Contractor” shall mean one or more contractors ultimately selected to perform

work on the Project or any replacement.

1.7 **District.** “District” shall mean Pierce Joint Unified School District, and its governing board members, employees, agents and authorized representatives.

1.8 **Project.** “Project” shall mean the work of improvement described in Article 3 and the construction thereof, including the Architect's services thereon, as described in this Agreement.

1.9 **Project Construction Cost.** “Project Construction Cost” shall mean the estimate of total construction costs to the District as initially submitted by the Architect under this Agreement and accepted by the District, as subsequently revised by changes to the Project Construction Cost under Article 5 of this Agreement, and as subsequently revised at the time the District enters a construction contract to equal the construction contract amount.

1.10 **Wrongful Acts or Omissions.** “Wrongful Acts or Omissions” shall mean Architect’s acts or omissions in breach of this Agreement, the applicable standard of care, or law.

## **ARTICLE 2 RETENTION OF ARCHITECT; STANDARD OF CARE**

2.1 District retains Architect to perform, and Architect agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Architect agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Architect under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act (“ADA”). Architect shall be responsible for the completeness and accuracy of the plans and specifications.

## **ARTICLE 3 DESCRIPTION OF PROJECT**

3.1 The Project concerning which such architectural services shall be provided is described as:

Modernization of Historic Main Building at Pierce HS,  
(ADA Ramps, Restrooms and Fire Alarm)

The project [is] ~~is not~~ intended to be split into multiple prime contracts.

## **ARTICLE 4 COMPENSATION**

4.1 **Basic Services.** For the Basic Services satisfactorily performed under this Agreement, Architect shall be compensated according to its hourly rate schedule (Section 4.8, below). Architect's total compensation for its Basic Services shall not exceed \$61,700.00, which is Architect's estimate of the maximum total cost of its Basic Services on the Project, based on its January 8, 2019, fee estimate. However, Architect will not be compensated for any Basic Services required as a result of Wrongful Acts or Omissions. Architect acknowledges that the not-to-exceed amount for Basic Services, above, includes contingency compensation in the event that more time and costs than originally anticipated may be necessary to complete the Basic Services.

4.2 **Additional Services.** Architect may invoice separately for Additional Services if provided by Architect under Article 6. However, Architect will not be compensated for any Additional Services required as a result of Wrongful Acts or Omissions.

### **4.3 Reimbursable Expenses**

4.3.1 Reimbursable Expenses are those actual out-of-pocket expenses directly incurred as a result of Architect's performance of Basic or Additional Services under this Agreement. Architect may not charge a mark-up on Reimbursable Expenses. Reimbursable Expenses are limited to these expenses related to the Project: Fax, reproduction expense (excluding such expense for reproductions for office use by Architect and its consultants), postage, messenger, transportation, living expenses in connection with out-of-town travel, long distance communications, expense of renderings, models and mock-ups requested by District, expense of publishing under Section 5.6.5, expense of data processing and photographic production techniques when used in connection with Additional Services, and, if authorized in advance by the District, expense of overtime work requiring higher than regular rates. Reimbursable Expenses do not include indirect costs, such as general overhead (for example, home office overhead [including technology hardware and software] or insurance premiums), for which Architect must pay out of its compensation for services under Section 4.1, above; nor do they include expenses incurred in connection with Basic or Additional Services that result from Wrongful Acts or Omissions.

4.3.2 Architect shall be reimbursed by District for its Reimbursable Expenses on the Project. Architect's total estimated reimbursement for Reimbursable Expenses shall not exceed \$3,000.00 which is Architect's estimate of the maximum total cost of Reimbursable Expenses on the Project.

4.4 For services satisfactorily performed, payment for Basic Services, Additional Services and Reimbursable Expenses shall be made on a monthly basis after receipt and approval by the District of the Architect's properly documented and submitted invoices. To be "properly documented and submitted," an invoice shall be timely, be accompanied by all necessary documentation, list all activities performed, and for each activity performed list the person performing it and the person's rate of compensation. Architect's invoice shall be submitted within ten (10) days of the end of the monthly billing period. Invoices, receipts and other documentation to establish the validity of all Reimbursable Expenses shall be a prerequisite to District payment of such expenses. If District



disputes a portion of a properly submitted invoice, it shall notify Architect of the dispute and, upon Architect's request, arrange for a meeting to confer about, and potentially resolve, the dispute. Prior to this meeting, Architect shall provide all documentation requested to support disputed portions of a properly submitted invoice. Regardless of any such dispute about an invoice or payment, Architect shall continue to provide all services required by this Agreement and law until the end of the Project, even if District and Architect cannot resolve all such disputes. Payments of undisputed portions of a properly submitted invoice shall be made within 60 days of receipt of the invoice; Architect otherwise waives all rights and remedies under law related to receipt of payment of undisputed amounts.

4.5 The Architect's compensation shall be paid notwithstanding a Contractor-caused delay in completion of the project or reduction of final construction cost by reason of penalties, liquidated damages, or other amounts withheld from the Contractor. However, District may withhold from payments to Architect to the extent that (i) Basic and Additional Services remain to be performed, including but not limited to those required for project closeout and payments to Contractor, and (ii) Wrongful Acts or Omissions caused District to incur damages, losses, liabilities or costs, including but not limited to withholding any amounts for which Architect is responsible under Section 5.7.20. \$2,000 will be withheld from any Construction Phase payments until District receives certification of Field Act approval. If the total amount invoiced by Architect reaches the not-to-exceed Basic Services amount before Architect's Basic Services under this Agreement are complete, Architect must complete the Basic Services without submitting additional invoices, or receiving additional payment, for Basic Services.

4.6 Should District cancel the Project under section 12.1 of this Agreement at any time during the performance of this Agreement, Architect shall, upon notice of such cancellation, immediately cease all work under this Agreement. In such event, Architect's total fee for all services performed shall be computed as set forth in Section 12.1.

4.7 District has the right to audit Architect's records and files regarding, or relating to, any of the work performed by Architect for District on this Project during or after the Project. Architect shall keep complete records showing all hours worked and all costs and charges applicable to its work under this Agreement. Architect will be responsible for Architect's consultants keeping similar records. District shall be given reasonable access to Architect's Project related records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain those records and files for ten (10) years.

4.8 Architect's hourly rate schedule for its services is attached as *Exhibit A*.

4.9 Architect shall not accept compensation or other benefits from other persons related to the Project, including payments from manufacturers of construction materials that are specified in the design.

**ARTICLE 5**  
**BASIC SERVICES TO BE RENDERED BY ARCHITECT**

**5.1 General**

5.1.1 Architect's Basic Services consist of the design services, including ~~landscaping~~ architectural services and ~~landscape irrigation design~~, civil, structural, mechanical, and electrical engineering services, normally required to complete the Project. The Basic Services also include the services described in this Article 5, below, including but not limited to bid package preparation, bid handling, preparation and processing of change orders, requests for information, and other contract administration duties. The District shall have the right to add or delete from the Architect's scope of services as it may determine is necessary for the best interests of the Project and/or the District. Architect shall expeditiously and diligently perform all of its work and obligations under this Agreement. Architect may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District under Section 4.4, above. The Architect acknowledges that its priority is to complete the Project and the Architect's services, and that any payment disputes with the District under Section 4.4, if not resolved during the Project, must wait for resolution after the Project.

5.1.2 The Architect shall review the estimate described more fully below at each phase of Architect's services, also as defined below. If such estimates are in excess of the Project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

5.1.3 Whenever the Architect's services include the presentation to the District of Project Construction Cost, the Architect shall include a reasonable amount for contingency costs arising from, among other things, higher bids than anticipated, future increase in construction costs, and change orders based on unforeseen site conditions.

5.1.4 The Architect shall notify the District if there are any indicated adjustments in previously provided Project Construction Cost arising from market fluctuations or approved changes in scope or requirements based upon a mutually agreed upon index.

5.1.5 At the District's request, the Architect and Architect's consultants shall cooperate with District and the District's consultants in verifying that Architect's plans, specifications, studies, drawings, estimates or other documents relating to the Project are constructible and otherwise comply with the Contract Documents. If there are project meetings during the design and construction phases, Architect shall attend those meetings.

5.1.6 The Architect shall investigate existing conditions of facilities and thoroughly account for, and list in the construction documents, any pertinent conditions of such facilities, all in a manner that satisfies the standard of care and level of performance required by this Agreement. Architect's investigation required by this provision shall be limited to non-destructive evaluation.

5.1.7 Architect shall provide a minimum of one (1) full-time employees before construction commences, and one (1) full-time employees after construction commences, to perform its duties and responsibilities under this Agreement. All personnel provided by Architect

shall be qualified to perform the services for which they are provided. Architect shall obtain District's written approval of each employee of Architect who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon seven (7) days' written notice, cause Architect to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Architect shall provide them immediately.

5.1.8 Architect is an agent of District and shall reasonably represent the District at all times in relation to the Project.

5.1.9 Architect shall be fully licensed as required by law at all times when providing services under this Agreement.

## 5.2 Consultants

5.2.1 Architect's Consultants. The Architect shall employ or retain at Architect's own expense, engineers and other consultants necessary to Architect's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Architect for this Project shall be approved by District prior to their commencement of work. The Architect's consultants shall be employed or retained to provide assistance during all aspects of the Project and will include, in addition to design services: review of schedules, shop drawings, samples, submittals, and requests for information. The Architect's Consultants shall also conduct periodic inspections of the site to determine conformance with the Project design and specifications and shall participate in the final inspections and development of any "punch list" items. Architect must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

5.2.2 District's Consultants. Architect shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain a construction manager to assist District in performance of District's duties for the Project.

5.2.3 When required, the Architect shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

5.2.4 When required, the Architect shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for

determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

5.2.5 Architect shall assist the District and its consultants to apply for funding for the Project from the State Allocation Board. Architect shall be responsible for all submittals required of the Architect by the Division of the State Architect ("DSA"), OPSC and California Department of Education in connection therewith.

### **5.3 Schematic Design Phase**

5.3.1 The Architect shall review all information concerning the Project delivered or communicated by the District to the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

5.3.2 The Architect shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

5.3.3 The Architect shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost of the Project.

5.3.4 Based on a mutual understanding of the District's budget and scope of work requirements, the Architect shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Project Construction Cost and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 15% complete design. The Project Construction Cost shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Architect shall revise the schematic design documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

5.3.5 The Architect shall submit to the District a preliminary Project Construction Cost based on current area, volume and other unit costs.

## 5.4 Design Development Phase

5.4.1 Following District's governing board's written approval of the schematic design documents, including the estimate of Project Construction Cost and schedule, Architect shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. During the design development phase, Architect will keep the Project within all budget and scope constraints set by the District. The design development documents shall represent a 50% complete design. The design development documents shall include a revised Project Construction Cost, and a revised construction schedule. The revised Project Construction Cost shall be based on current area, volume and other unit costs. The revised Project Construction Cost shall conform to District's total construction cost budget and shall include reasonable contingencies for all construction and construction management work. The revised construction schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Architect is encouraged to make recommendations to District regarding additional benefits that could be realized by altering the District's total construction cost budget or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Architect shall revise the design development documents, including but not limited to the written statement of Project Construction Cost and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

5.4.2 The Architect shall assist the District and its consultants in the preparation and/or modification of the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

5.4.3 Architect shall prepare necessary documents for and oversee the processing of District's application for and obtaining of required approvals from ~~the DSA~~, the OPSC (if applicable), the Department of Education, the State Fire Marshall and other agencies exercising jurisdiction over the Project. Architect shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Architect shall provide a copy of all such documents to the District.

5.4.4 The Architect shall advise the District of any adjustments to the preliminary Project Construction Cost.

5.4.5 Architect shall identify areas of construction for which unit pricing shall be required as part of the Contractor's bid.

5.4.6 Architect shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having

approval authority over such plans for their review and approval at no expense to the District.

## 5.5 Contract Documents Phase

5.5.1 Following the District's governing board's written approval of the design development documents, including the Project Construction Cost and construction schedule, the Architect shall prepare Contract Documents for the written approval of District's governing board consisting of 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. Architect shall ensure that the drawings and specifications are, among other things, complete, accurate, and coordinated so as to eliminate errors, omissions and conflicts, especially between the work of a (sub)consultant and other (sub)consultants or the Architect; and Architect may not shift its responsibility for completeness, accuracy and coordination to the Contractor, except on a clearly designated design-build project. Architect shall also update the construction schedule and the Project Construction Cost for written approval of District's governing board. The Contract Documents shall conform to, comply with, and satisfy all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the Contract Documents, Architect shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages. If the project is intended to be split into multiple prime contracts, then the Contract Documents shall be structured in order to maximize the ability to create multiple prime bid packages for the Project, and shall identify the bid packages to be created.

5.5.2 Architect shall consult with, and involve, the District in development of the bid documents and bid package, and shall forward them to the District for written approval prior to their use. If the District is using a multiple prime delivery method for the Project with multiple bid packages, then Architect shall consult with and involve the District in identification and development of the bid documents and bid packages, and shall forward them to the District for written approval prior to their use.

5.5.3 Prior to submission of the Contract Documents to DSA for plan check, the Architect shall submit the Contract Documents to the District for an opportunity to review them for various issues, including but not limited to constructability, scheduling, general completeness, clarity, consistency, coordination, cost-effectiveness, value engineering, identification of possible add/delete bid alternatives, time of construction, and suitability for separation of the Project design, plans and specifications into bid packages for various categories and/or portions of the work. However, such review by District is not required and does not affect Architect's obligations under this Agreement.

5.5.4 After approval by the District's governing board and any constructability review, the Architect shall submit the Contract Documents to DSA for plan check, and make the necessary corrections to secure DSA approval. At Architect's expense, Architect shall arrange for the scanning of the DSA approved Contract Documents and for the return of the originals and an electronic copy to DSA.

5.5.5 The Architect shall give the District, at the time of DSA approval of the final form of the Contract Documents, Architect's final estimate of Project Construction Cost and construction schedule, which shall be given final written approval by District's governing board along with the Contract Documents. The revised Project Construction Cost shall be based on current area, volume and other unit costs, and on a mutually acceptable recognized building cost index, and shall include a reasonable contingency. In preparing the revised estimate of Project Construction cost and construction schedule for the Contract Documents, the Architect shall consult with, and involve, the District in the process to maximize accuracy and completeness. If the District is intending to enter multiple prime contracts, the Project Construction Cost shall include separate bid estimates for each bid package, plus a reasonable contingency; and the construction schedule shall reflect that multiple contractors will be performing separate bid packages, including a general conditions bid package. The revised Project Construction Cost estimate shall conform to District's total Project budget, and the revised construction schedule shall conform to District's milestone and completion deadline requirements. Architect shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's written approval of the Contract Documents.

## **5.6 Bidding and Negotiations Phase**

5.6.1 Following DSA's and District's governing board's written approval of Contract Documents, and District's governing board's written acceptance of Architect's final estimate of Project Construction Cost and construction schedule, Architect shall continue to work with the District in finalizing the bid documents and bid package, as described in Section 5.5.2, above. Architect shall reproduce the bid documents and bid package in the number requested by the District and distribute them among interested contractors. Architect shall also assist the District in obtaining bids, and shall assist the District in evaluating contract proposals or bids and substitutions proposed by contractors, and in awarding the bids. All sets of Contract Documents, which does not include those for the use of the Architect or its consultants, requested by the District in excess of \$100 shall be reproduced at District's expense.

5.6.2 Architect's estimate of Project Construction Cost at the time of DSA approval of the Contract Documents shall be current as of that date. Should bids be received more than ninety (90) days after the date of that Project Construction Cost, the Architect's total construction cost shall be escalated by the cost-of-construction in the then current mutually agreed upon recognized building cost index.

5.6.3 Should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District by more than ten percent (10%), Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids within ten percent (10%) of such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project within ten percent (10%) of Architect's Project Construction Cost.

To avoid the potential for bids to exceed the estimate by more than 10% at bid opening, the Architect may, as an alternative, include in the Contract Documents one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project within ten percent (10%) of the Architect's Project Construction Cost.

~~**[For financial hardship projects, use the following paragraph for 5.6.3 in lieu of the preceding paragraph.]**~~

~~This project is a financial hardship project, and should the lowest responsible and responsive bid received on a bid package exceed Architect's most recent approved estimate of Project Construction Cost for that bid package (or amount adjusted according to the then current mutually agreed upon recognized building cost index) as accepted by District, Architect shall, on request by District and as part of Architect's Basic Services, make such changes in the plans and specifications as shall be necessary to bring new bids that are less than such Project Construction Cost. In making such changes, Architect will exercise Architect's best judgment in determining the balance between the size of the Project, the type of construction, and the quality of the construction to achieve a satisfactory project at less than the Architect's Project Construction Cost. To avoid the potential for bids to exceed the estimate at bid opening, the Architect may, as an alternative, include in the Contract Documents for a bid package one or more deductive alternatives so that Architect and District may evaluate different means to achieve a satisfactory project at less than the Architect's Project Construction Cost.~~

5.6.4 Either on its own or in cooperation with the District, the Architect shall review the qualifications of all bidders for the construction of the Project, and shall make recommendations to the District as to whether, in the Architect's professional opinion, a bidder meets the minimum requirements.

5.6.5 If, in the District's discretion, the District will seek total or partial State funding for this Project, the Architect shall, in addition to the above, publish the invitation to bid in the appropriate regional trade papers and publications devoted to Disabled Veteran Business Enterprises. The Architect shall also prepare and submit the appropriate documentation to the OPSC.

## **5.7 Construction Phase**

5.7.1 The construction phase shall begin on the date stated in the official Notice to Proceed.

5.7.2 All instructions to the Contractor shall be forwarded through the Architect unless otherwise directed by the District. The Architect shall advise and consult with the District in the general administration of the Project. The Architect will have authority to act on behalf of the

District only to the extent provided in the Contract Documents, unless District grants additional authority in writing.

5.7.3 The Architect shall timely provide District with copies of all of its correspondence with the Contractor.



5.7.4 The Architect shall provide prompt and timely direction to the District, Project inspectors and/or Contractor as to the interpretation of Contract Documents. Architect shall respond to all requests for information (“RFI’s”) from a Contractor within fourteen (14) calendar days of receipt, unless the subject of the RFI is impacting, or may impact, the critical path of the Project and is causing, or may cause, delay, in which case the Architect shall respond as soon as reasonably possible, if not immediately. If the Architect is not able to take action within the time required due to reasons beyond Architect’s control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within seven (7) calendar days of receipt of the RFI, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District or Contractor in the meantime to mitigate delays and/or costs.

5.7.5 Based on information provided by the Contractor and Architect’s own knowledge of the Project (including documents in Architect’s possession or reasonably available to it), Architect shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon completion of the Project. While Architect cannot guarantee precise accuracy of such drawings, Architect shall exercise reasonable care in reviewing such drawings to determine their general compliance with the Contract Documents. Architect shall have no responsibility for their conformity to field conditions, except that in the event that the Architect, consistent with standards of due care, becomes aware of non-conformity with field conditions, Architect shall have a duty immediately to notify the District in writing. Architect shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required of Contractor.

5.7.6 The Architect shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq.* The Architect may delegate this responsibility to a Contractor if such power to delegate was included in the Contract Documents and bid package, but Architect shall remain responsible for supervising such Contractor to ensure performance of this task. Architect shall provide a copy of all such notifications to the District.

5.7.7 The Architect shall, at all times, have access to the Project wherever it is in preparation and progress. To the extent reasonably possible given Contractor’s work in progress, the District shall provide such access so that the Architect may perform its functions under the Agreement and Contract Documents.

5.7.8 In the discharge of its duties of observation and interpretation, the Architect shall require Contractors to comply with the Contract Documents, and shall guard the District against defects and deficiencies in the work of the Contractor. The Architect shall advise and consult with the District and inspectors concerning the Contractor’s compliance with the Contract Documents and shall assist the District and inspectors in securing the Contractor’s compliance.

~~{Use the following sentence if the District assigns primary responsibility to the Architect for compliance with DSA's Construction Oversight Process}~~

~~Architect has the primary responsibility for the Project to supervise, coordinate and manage the compliance of all parties, including the District's Inspector of Record/Project Inspector ("IOR"), Contractor, any Construction Manager, laboratories, District and Architect itself, with the DSA Construction Oversight Process.~~

~~The Architect must comply with the applicable requirements of the DSA Construction Oversight Process, including but not limited to (a) submitting the inspection card request form (DSA 102-IC), (b) providing a verified report (DSA 6 AE) at the completion of each block and section of each inspection card, and (c) directing and monitoring the IOR and laboratories of record, and (d) coordinating with the Owner, Contractor, any Construction Manager, laboratories, and the IOR to meet the DSA Construction Oversight Process requirements without delay or added costs to the Project.~~

~~The Architect shall be responsible for any additional DSA fees and delay damages related to review of proposed changes to the DSA approved construction documents, to the extent Architect's negligence, recklessness or willful misconduct caused the additional DSA fees, and for delay damages to the extent required under Section 5.7.20.2 below.~~

5.7.9 The Architect shall visit the site, both as the Architect deems necessary and as requested by the District, but under no circumstances less than three visits, to maintain familiarity with the quality and progress of the Project, to determine that the Contractor's work substantially complies with all documents, drawings, plans and specifications and that the Project is progressing in substantial accordance with the Contract Documents. Such observations are to be distinguished from the continuous inspection provided by the Project Inspector unless Architect has agreed in writing to serve as the District's Project Inspector.

5.7.10 The Architect shall notify the District promptly of any significant defect in materials, equipment or workmanship, and of any default by any Contractor in the orderly and timely prosecution of the Project. Architect will exercise reasonable care in the discharge of Architect's obligation to discover significant defects and faults.

5.7.11 The Architect shall review and approve, take exception to, or take other appropriate action upon all schedules, shop drawings, samples and other submissions of the Contractor to determine general conformance with the Project design and specifications as set forth in the Contract Documents. All such action shall be taken within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case Architect shall take such action as soon as possible. If Architect is not able to take such action within the required time due to reasons beyond Architect's control, the Architect may take action within a reasonable period of time under the circumstances; however, the Architect shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the District and Contractor immediately after such determination with an explanation as to why the Architect cannot take action within the time required, what the Architect is doing to expedite its response, when the Architect expects to be able to issue a response, and what action, if any, should be taken by District

or Contractor in the meantime to mitigate delays and/or costs. The Architect will have the authority to reject work and materials which do not conform to the Contract Documents. The Architect's approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the Architect's reasonable judgment, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The Architect will also recommend substitution of materials or equipment when, in the Architect's reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

5.7.12 Architect shall assist the District in requiring Contractor to provide assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

5.7.13 The Architect shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the work. The Architect shall not be responsible for acts or omissions of the Contractor, subcontractors, or their agents or employees or of any other persons performing portions of the Project not employed or retained by Architect, unless due to Wrongful Acts or Omissions.

5.7.14 The Architect shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

5.7.15 The Architect will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Architect is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Architect nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

**[OPTIONAL PROVISION]**

**With respect to asbestos and asbestos containing materials, the parties acknowledge that the Architect has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Architect shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.**

When construction is properly completed, Architect shall provide such certification as to Hazardous Substances as is required of architects for such projects subject to and for the OPSC.

5.7.16 Based on the Architect's observations, and an evaluation of each Project Application for Payment, the Architect will estimate the amount of work completed by Contractor, and assist the District in (a) determining the amount owing to the Contractor, and (b) issuing Project Certificates for Payment incorporating such amount, all in accordance with the Contract Documents. The Architect's estimation of the amount of work completed by Contractor shall constitute representations by the Architect to the District that the quality of the completed work is in accordance with the Contract Documents based upon Architect's observations of the completed work, and that the Contractor is entitled to payment for the completed work.

5.7.17 Notwithstanding anything else in this Agreement, as a part of its Basic Services the Architect shall assist the District in evaluating and responding to claims, disputes and other matters in question between the Contractor and the District, including but not limited to claims made against the District as a result of alleged or claimed Wrongful Acts or Omissions, and shall in all instances provide such truthful testimonial assistance as may be required by the District at no cost to the District. Architect agrees to toll all statutory periods of limitations for District's claims, lawsuits or other proceedings against Architect which arise out of, or are related to, any claims by Contractors against District until Contractors' claims are fully and finally resolved. This tolling period commences upon a Contractor's initial submission of a notice of claim, change order request or claim. At any time, District may terminate the tolling period effective ten (10) days after written notice to Architect, and after such termination, District may pursue claims, lawsuits or other proceedings against Architect.

5.7.18 The Architect will provide construction advice to the District on apparent deficiencies in construction, both during construction and after acceptance of the Project.

5.7.19 The Architect shall recommend, prepare and process the necessary change orders. Payment of fees to the Architect as a result of change orders shall be handled as follows:

5.7.19.1 District-initiated change orders. If a change order is initiated by the District, the Architect's fee for services related to such change order shall be paid as an Additional Service under Articles 4 and 6. If a change order is solicited by the District but not subsequently authorized by the District, the Architect shall be paid for time spent on the proposed change order.

5.7.19.2 Change orders due to Architect. When a change order is necessitated as a result of Wrongful Acts or Omissions, the Architect's services in connection with that change order are not compensable and Architect shall not include those services on any invoice.

5.7.19.3 Change orders beyond District or Architect control. If a change order is necessitated as a result of changes in law, in-field changes required by governing agencies after document approval, unknown, unforeseeable or hidden conditions, or actual conditions inconsistent with available drawings of existing conditions, such change orders shall be handled in the same manner as District-initiated change orders.

5.7.20 Notwithstanding any other provision of this Agreement, in the event a change order is caused by, or necessitated as a result of, Wrongful Acts or Omissions, or the District otherwise incurs costs or damages as a result of Wrongful Acts or Omissions, the Architect shall be responsible for the following:

5.7.20.1 In the event of such a change order, Architect shall be responsible for the difference between (a) what the contractor would have added to its original bid for the Project if the Wrongful Act or Omission had not occurred (i.e., the “added value” portion of the change order), and (b) what the contractor charges the District in the change order. The amount of added value of any change order work shall be based on the circumstances of the Architect’s Wrongful Act or Omission and the change order work necessitated by the Wrongful Act or Omission. It is the parties’ intent that the District should pay no more than what the District would have paid if the Wrongful Act or Omission had not occurred.

5.7.20.2 In addition, Architect shall be responsible for any other costs or damages which the District incurs as a result of Wrongful Acts or Omissions, including but not limited to any delay damages the District pays to, or cannot collect from, Contractor or any third party.

The District may backcharge, and withhold payment from, the Architect for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so backcharges and withholds, upon Architect’s request District and Architect shall meet and confer in good faith in an effort to reach agreement on (a) whether a Wrongful Act or Omission occurred, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Architect as described above. If District and Architect do not reach agreement on all four of these items when meeting and conferring, then District and Architect shall use mediation in good faith to resolve the dispute. If mediation fails, then either District or Architect can initiate a court action to resolve the dispute.

5.7.21 When required, the Architect shall provide a color schedule of all finish materials in the Project for the District’s review and approval.

5.7.22 The Architect shall assist District in determining the date of final completion and make a final detailed on-site review of the job with representatives of the District and the Contractor. Architect shall also perform a warranty review with District 30-60 days before expiration of the specified warranty on the Project.

5.7.23 The Architect shall assist the District in issuing the final certificate for payment and any other documents required to be recorded by law or generally accepted architectural or construction contract practice upon compliance with the requirements of the Contract Documents, provided that such certification shall not constitute an admission that the Project has been completed in accordance with Contract Documents or in conformance with this Agreement.

5.7.24 Architect shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the

Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Architect has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Architect shall remedy the violation at its own cost. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of this paragraph arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect shall not be responsible for acts or omissions of the Contractor or of any other persons performing portions of the Project not employed or retained by Architect, nor shall Architect be responsible for any subsequent changes in the law or any regulation applicable to disabled access or any subsequent differing interpretation of the laws or regulations applicable at the time Architect's design is reviewed by DSA. In the event that the Architect is or becomes aware of possible non-compliance with the foregoing standards, Architect shall have a duty immediately to notify the District in writing of the possible non-compliance.

**5.8 Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect, whether supplied by District or by Architect, which are relied upon, altered or otherwise utilized by Architect, Architect shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Architect under this Agreement.

## **ARTICLE 6 ADDITIONAL SERVICES TO BE RENDERED BY ARCHITECT**

6.1 "Additional Services" shall be provided by Architect if authorized in writing by District. No additional compensation shall be paid to Architect for performing these Additional Services unless the District and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be paid based on the hourly rates in Section 4.8 and as otherwise set forth in this Agreement. Any work performed by Architect without written authorization OR without written agreement on compensation shall be presumed to be Basic Services.

6.2 The following is a list of services that are not included in the Basic Services to be provided under this Agreement, and will be performed only in accordance with Article 6.1, above:

6.2.1 providing financial feasibility or other special studies;

6.2.2 providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase;

6.2.3 providing coordination of Project performed by separate contractors or by the District's own forces;

6.2.4 providing analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor;

6.2.5 making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the District's approval of Contract Documents or are due to other causes not within the control of the Architect;

6.2.6 providing consultation concerning replacement of any work damaged by fire or other cause during construction of the Project, and furnishing services as may be required in connection with the replacement of such work;

6.2.7 providing services made necessary by the default of the Contractor;

6.2.8 preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's or its consultants' alleged Wrongful Acts or Omissions;

6.2.9 providing services of consultants for other than the normal architectural, civil, soils, structural, mechanical and electrical engineering services for the Project;

6.2.10 at the District's request, selecting moveable furniture, equipment or articles which are not included in the Contract Documents;

6.2.11 providing services related to change orders requested by the District, but which are not subsequently authorized (see second sentence of Section 5.7.19.1), above; and

6.2.12 providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

## **ARTICLE 7 RESPONSIBILITIES OF DISTRICT**

It shall be the duty of District to:

7.1 pay all fees required by any reviewing or licensing agency;

7.2 designate a representative authorized to act as a liaison between the Architect and the District in the administration of this Agreement and the Contract Documents;

7.3 furnish, at the District's expense, the services of a Project Inspector;

7.4 review all documents submitted by the Architect and advise the Architect of decisions thereon within a reasonable time after submission;

7.5 issue appropriate orders to Contractors through the Architect;

7.6 furnish existing soil investigation or geological hazard reports, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Architect;

7.7 furnish the services of a hydrologist or other consultants not routinely provided by the Architect when such services are reasonably required by the scope of the Project and are requested by the Architect;

7.8 provide asbestos review and abatement, identifying materials which may qualify for same;

7.9 furnish available as-built drawings for buildings and utilities systems related to the Project, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect. The District will also provide information regarding programmatic needs and specific equipment selection data;

7.10 furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents, which the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by the Architect; and

7.11 furnish prompt notice of any fault or defects in the Project or nonconformance with the Contract Documents of which the District becomes aware. However, the District's failure to do so shall not relieve the Architect of Architect's responsibilities under Title 21, Title 24, and the Field Act for this Project and under this Agreement.

## **ARTICLE 8 PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

8.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Architect and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Architect, or otherwise resulting directly or indirectly from the Architect's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

8.2 The following insurance shall be maintained by the Architect in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written, to the extent reasonably available, on an "occurrence" basis: Commercial general liability insurance shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence



limit of One Million Dollars (\$1,000,000); Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit. If liability insurance is not reasonably available on an occurrence basis, Architect shall provide liability insurance on a claims-made basis.

8.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability. Said insurance shall also include a waiver of any subrogation rights as against the District.

8.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

8.5 The Architect's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation or reduction of coverage. The Architect shall name, on any policy of insurance required, the District as an additional insured. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

8.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance will be in effect during the requested additional period of time.

8.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Architect's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

8.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

8.9 Each of Architect's consultants shall comply with this Article, and Architect shall include

such provisions in its contracts with them.

8.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

8.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

## **ARTICLE 9 WORKER'S COMPENSATION INSURANCE**

9.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. All such insurance shall include a waiver of any subrogation rights as against the District. If the Architect employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

9.2 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect and all engineers, experts, consultants and subcontractors the Architect intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Architect's services, if Architect ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Architect shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Architect is self-insured, the Architect shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

## **ARTICLE 10 ERRORS AND OMISSIONS INSURANCE**

10.1 Prior to the commencement of services under this Agreement, the Architect shall furnish to the District satisfactory proof that the Architect has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least One Million Dollars (\$1,000,000) and with a deductible in an amount not to exceed the sum of Ten Thousand Dollars (\$10,000). If errors and omissions insurance is not reasonably available on an occurrence basis,

Architect shall provide errors and omissions insurance on a claims-made basis.

10.2 Each of Architect's professional sub-consultants (including consultants of Architect's) shall comply with this Article 10, and Architect shall include such provisions in its contracts with them.

10.3 Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

10.4 Should any of the required insurance be provided under a claims-made form, Architect shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or the filing of a Notice of Completion (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Architect's obligations to the District under any provision, including any duty to indemnify and defend the District.

10.5 Architect shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Architect shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

10.6 At the time of making application for any extension of time, Architect shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

10.7 If the Architect fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Architect under this Agreement.

10.8 Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Architect may be held responsible for the payment of damages resulting from the Architect's operations.

10.9 Each of Architect's consultants shall comply with this Article, and Architect shall include such provisions in its contracts with them.

10.10 Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

10.11 Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

**ARTICLE 11  
COMPLIANCE WITH LAWS**

11.1 Architect shall be familiar with, and Architect and Architect's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

**ARTICLE 12  
TERMINATION OF AGREEMENT**

12.1 **Termination by District** – This Agreement may be terminated, or the Project may be canceled, by the District for the District's convenience and without cause at any time immediately upon written notice to the Architect. In such event, the Architect shall be compensated for (a) all Basic or Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, (b) such Basic or Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing, and (c) any costs incurred by reason of such termination; but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

For any material breach of contract by the Architect, the District may also terminate the Agreement for cause by delivering written Notice of Intent to Terminate to the Architect. Such Notice shall include the following: (1) A description of such material breach, and (2) a date not less than fourteen days (14) after delivery of the notice by which the Architect must cure such breach. In response to such Notice, if the Architect fails to cure, and fails to reasonably commence to cure, the breach(es) by the deadline set by the Notice, then the District may terminate the Agreement through written notice delivered to the Architect, which shall be effective upon such delivery. In such event, the Architect shall be compensated for all services completed under this Agreement through the date of termination, together with compensation for such services performed after termination which are authorized by the District in writing, but less any amounts the District is entitled to withhold under law or this Agreement. Upon the District's written request and authorization, Architect shall perform any and all services necessary to complete the work in progress as of the date of the termination.

12.2 **Termination by Architect** – For any material breach of contract by the District other than one related to a payment or invoice dispute as described in Section 4.4 of this Agreement, the Architect may terminate the Agreement by delivering written Notice of Intent to Terminate to the District. Such Notice shall include the following: (1) A description of such material breach, (2) a date not less than fourteen (14) days after delivery of the notice by which the District must cure such breach or reasonably commence to cure such breach, (3) the status of work completed as of the date of the Notice of Intent to Terminate, and (4) a description and cost estimate of the effort necessary to complete the work in progress. In response to such Notice, if the District fails to cure, and fails to reasonably commence to cure, the breach by the deadline set by the Notice, then

Architect may terminate the Agreement by written notice delivered to the District within ten (10) days of the cure deadline, which shall be effective upon such delivery.

In the event of such termination by Architect, Architect shall be compensated for all Basic and Additional Services completed, and Reimbursable Expenses incurred, under this Agreement through the date of termination, together with compensation for such Basic and Additional Services performed, and Reimbursable Expenses incurred, after termination which are authorized by the District in writing. Upon the District's written request and authorization, Architect shall perform any and all Basic and Additional Services necessary to complete the work in progress as of the date of termination.

### **12.3 Miscellaneous Termination Provisions**

12.3.1 Following the termination of this Agreement for any reason whatsoever, the District shall have the right to utilize any designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by the Architect, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. Architect shall promptly make any such documents or materials available to the District upon request without additional compensation.

12.3.2 In the event of the termination of this Agreement for any reason whatsoever, all designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect or any of its agents under this Agreement shall immediately upon request by the District be delivered to the District. Architect may not refuse to provide such writings or materials for any reason whatsoever, including but not limited to a possessory interest lien for any claim the Architect may have against the District or a claim by the Architect to an ownership interest in the intellectual property embodied in the documents or materials.

## **ARTICLE 13 ARCHITECT AN INDEPENDENT CONTRACTOR**

13.1 It is specifically agreed that in the making and performance of this Agreement, the Architect is an independent contractor and is not and shall not be construed to be an officer or employee of the District.

**ARTICLE 14**  
**STANDARDIZED MANUFACTURED ITEMS**

14.1 The Architect shall consult and cooperate with the District in the use and selection of manufactured items to be used in the Project. Manufactured items, including but not limited to paint, finish hardware, plumbing fixtures and fittings, mechanical equipment, electrical fixtures and equipment, roofing materials, and floor coverings, shall be standardized to the District's criteria so long as the same does not interfere seriously with the building design or cost.

**ARTICLE 15**  
**OWNERSHIP OF DOCUMENTS**

15.1 All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

15.2 The Architect will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Architect's files for a period of no less than fifteen (15) years. Architect shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

**ARTICLE 16**  
**LICENSING OF INTELLECTUAL PROPERTY**

16.1 This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Architect under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation,

modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Architect shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

16.2 The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Architect and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Architect and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

16.3 Architect represents and warrants that Architect has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Architect or its consultants prepares or causes to be prepared under this Agreement. **Architect shall indemnify, defend and hold the District harmless under Article 18.1 of this Agreement for any breach of Article 16 arising from, pertaining to, or related to Architect's negligence, recklessness or willful misconduct.** The Architect makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Architect and provided to Architect by the District.

## ARTICLE 17 ACCOUNTING AND OTHER RECORDS OF ARCHITECT

17.1 Architect's records of accounts regarding the Project shall be kept in accordance with generally accepted accounting principles. District has the right to audit Architect's records and files regarding any of the work Architect performed for District on the Project during or after the Project. District shall be given reasonable access to Architect's records and files for audit purposes within ten (10) days of receipt of District's request. Architect shall keep and maintain these records and files for ten (10) years.

## ARTICLE 18 INDEMNITY

18.1 **Architect Indemnification. To the fullest extent permitted by law, including California Civil Code section 2782.8, the Architect shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers,**

agents and employees (“District Indemnitees”) against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Architect, the Architect's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement. ~~{The following 2 sentences should be omitted if a project specific general liability policy insures all project participants for general liability exposures on a primary basis and also covers architects for their legal liability arising out of their professional services on a primary basis.}~~ Architect’s obligation for the costs of defense of such claims shall be limited to the Architect’s proportionate share of liability, in accordance with California Civil Code section 2782.8. Notwithstanding the foregoing, in the event that one or more defendants named in such a claim is unable to pay its share of defense costs due to bankruptcy or dissolution of the defendant’s business, Architect shall meet and confer with other parties to the claim regarding unpaid defense costs. For purposes of this Article 18.1 only, “claims” means all claims, demands, actions and suits brought by third parties for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District’s attorneys’ fees, experts’ fees, and litigation costs incurred in defense of a claim. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Architect.

18.2 District Indemnification for Use of Third Party Materials. The District shall defend, indemnify, and hold harmless the Architect and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Architect's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Architect shall be entitled to such indemnification only if each of the following conditions are met: (a) Architect actually re-draws or completes such other designs or contract documents; (b) Architect complies with the provisions of Article 5.8 regarding use of materials prepared by other design professionals; (c) District has supplied Architect with the previously prepared documents or materials; and (d) District expressly requests that the Architect utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

## ARTICLE 19 TIME SCHEDULE

19.1 **Time for Completion.** Time is of the essence of this Agreement. The Architect shall timely complete its Basic and Additional Services as expeditiously as possible and according to the schedule attached as *Exhibit B* to this Agreement.

19.2 **Delays.** The District recognizes that circumstances may occur beyond the control of either the District or the Architect and extensions for such delays may be made to the schedule if approved by the District. Any time during which the Architect is delayed in the Architect's work by acts of District or its employees or those in a direct contractual relationship with District or by acts of nature or other occurrences which were not or could not have been reasonably foreseen and provided for, and which are not due to any Wrongful Acts or Omissions, shall be added to the time



for completion of any obligations of the Architect. District shall not be liable for damages to the Architect on account of any such delay.

## **ARTICLE 20 MISCELLANEOUS PROVISIONS**

20.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County in which the District maintains its district office, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

20.2 The Architect shall not assign or transfer any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.

20.3 All notices, certificates, or other communications hereunder shall be deemed given when personally delivered or mailed by certified mail, postage prepaid, to the parties at the addresses set forth below:

**District:** Pierce Joint Unified School District  
P.O. Box 239  
Arbuckle, California 95912  
Attention: Daena Meras, Chief Business Official

**Architect:** Eagle Architects  
349 Silver Lake Drive  
Chico, CA 95973  
Attention: Alan Chambers

20.4 This Agreement shall inure to the benefit of and shall be binding upon the Architect and the District and their respective successors and assigns.

20.5 If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

20.6 The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties. No action or failure to act by the District shall constitute a waiver of any right or duty afforded the District under this Agreement, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach under this Agreement, except as may be specifically agreed to in a written amendment to this Agreement.

20.7 Nothing contained in this Agreement shall create a contractual relationship with or cause of action in favor of a third party against either the District or the Architect.

20.8 This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement. The Architect, by the execution of this Agreement, acknowledges that the Architect has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

20.9 The Architect shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Architect's professional materials. The Architect's materials shall not include the District's confidential or proprietary information if the District has previously advised the Architect in writing of the specific information considered by the District to be confidential or proprietary.

20.10 Prior to executing this Agreement, the Architect shall submit a certification if required by Public Contract Code section 3006(b) for roofing projects.

\*\*\*\*\*

**ARCHITECT:**  
EAGLE ARCHITECTS

**DISTRICT:**  
PIERCE JOINT UNIFIED SCHOOL  
DISTRICT

By: \_\_\_\_\_  
Alan Chambers

By: \_\_\_\_\_  
Deana Meras, Chief Business Official

*Exhibit A*  
**SCOPE PROPOSAL & RATE SCHEDULE**

**Eagle Architects**  
349 Silver Lake Drive  
Chico, CA 95973  
(530)898-0123

January 8, 2019

Carol Geyer  
Superintendent  
Pierce Joint Unified School District  
540A Sixth Street  
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services  
Modernization Restrooms & Ramps  
Pierce High School  
960 Wildwood Road  
Arbuckle, CA. 95912  
EA Job# 2019-01

Dear Ms. Geyer,

I am glad to have the opportunity to continue a working relationship with Pierce Joint Unified School District. Please review, sign and return one (1) original of the attached Agreement for Consulting Services with Eagle Architects for the Restroom & ramps Modernization at Pierce High School in Arbuckle.

The scope of work shall include the modernization of the existing buildings Unit A on campus. The work shall include the upgrade & modernization of the existing Girls, Boys & staff restrooms in Unit A; the upgrade to the existing ramps & handrails located at the north & south ends of Unit A; the upgrade & new fire alarm devices of the older cafeteria & kitchen into the new band room & supporting office & practice rooms, Ag Science Floral Classroom, Media Computer Classroom & the Girls, Boys & staff restrooms. The work shall include new HVAC unit to replace the existing Make-up Unit & Exhaust fan & hood in kitchen including any structural modifications to accommodate the new band room supporting office & practice rooms. The duration of this contract shall be from January 18, 2019 through an approximate completion of August 31, 2019. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
Site visit to field verify existing conditions Architect, Mechanical Engineer & Electrical Engineer	\$2900
Site topo survey at ramp & landing area north of Unit A, ramp & landing area south of Unit A, existing concrete walk & ADA accessible path of travel to be done by others and not part of this contract	NIC
Construction Documents Include the following documents:	\$39,340

<ol style="list-style-type: none"> <li>1. Cover sht./ plot plan/general notes</li> <li>2. Campus Site Plan</li> <li>3. Site Plan</li> <li>4. Enlarged Ramp Plans &amp; Handrail Details</li> <li>5. Demo floor Plans</li> <li>6. New Floor Plans</li> <li>7. Partial Roof Plan</li> <li>8. Demo Reflected Ceiling Plans</li> <li>9. New Reflected Ceiling Plans</li> <li>10. Restroom Interior Elevations</li> <li>11. Finish Plan &amp; Finish Schedule</li> <li>12. Architectural Details</li> <li>13. Specifications on drawings</li> <li>14. HVAC Schedules &amp; Notes</li> <li>15. HVAC Floor Plan &amp; Details</li> <li>16. Plumbing Schedules &amp; Notes</li> <li>17. Plumbing Floor Plan &amp; Details</li> <li>18. Electrical Schedules &amp; Notes</li> <li>19. Electrical Site Plan</li> <li>20. Electrical Power &amp; Lighting Plans</li> <li>21. Low Voltage Plans including fire alarm only.</li> <li>22. Enlarged ramp layout &amp; concrete details by civil engineer &amp; not part of this contract. Work done by civil engineer hired directly by district</li> <li>23. Coordination review &amp; approval with PHS staff &amp; District Staff</li> <li>24. Prepare DSA-1 &amp; DSA-1 REG Application</li> <li>25. Submit construction documents to DSA for plan check electronic review</li> <li>26. Redline comments from DSA plan check review</li> <li>27. DSA Backcheck review &amp; approval</li> </ol>	
<p>Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change</p>	<p>\$42,240</p>
<p>Reimburseables- Printing costs to be billed at cost plus 10%- Estimated Budget</p>	<p>\$3000</p>
<p>Bidding- Prepare &amp; Issue documents for Bidding Prepare Addendums with DSA Review &amp; approval Attend Bid Walk Through with district &amp; bidders- Architect only Answer questions &amp; RFIs via email &amp; phone- Architect, Mechanical &amp; Electrical Engineer</p>	<p>Hourly NTE \$4170</p>
<p>Construction Administration Pre-construction meeting with contractor &amp; inspector- architect only Answer questions &amp; RFIs via email or phone Review submittals from Contractor Prepare CCDs with DSA approval DSA forms/paperwork</p>	<p>Hourly NTE \$10,720</p>

Provide DSA-6AE Interim Verified Reports for DSA Inspector card Sign-off-(limited to 1 site visit & report) Upload & interact with DSA through "The Box" 1 site visit during construction (included as part of DSA-6AE site visit)- Architect 1 site visit during construction mechanical engineer Final Observation/Punch list walk through by Architect, Mechanical Engineer & Electrical Engineer	
Project Closeout with DSA Prepare documents for closeout DSA forms/paperwork	Hourly NTE \$1570

All additional Services shall be billed at an hourly rate of \$125.00. Department of the State Architect (DSA) Fees to be paid by district.

All invoices will be billed based upon the percentage complete for each item in each task. All invoices are due and payable no more than 14 days after the invoice date. Interest of 12% annually will accrue on invoices 60 days past due. All documents produced by Eagle Architects are copyrighted under US copyright laws. Eagle Architects holds copyrights to all instruments of service until transferred or grants licenses for those rights.

I hope this meets with your approval and I look forward to continue my relationship with Pierce Joint Unified School District.

Sincerely,  
Eagle Architects

Alan S. Chambers  
Principal

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ACCEPTED

IN WITNESS WHEREOF, Pierce Joint Unified School District and Eagle Architects have executed this Agreement.

CLIENT  
Pierce Joint Unified School District

CONSULTANT  
Eagle Architects

---

By: Carol Geyer, Superintendent  
Date:

---

By: Alan S. Chambers, President  
Date:

**ATTACHMENT "A"**

**PROFESSIONAL SERVICES EXPENSE SCHEDULE\***

January 1, 2019 through December 31, 2019

<b>A.</b>	<b>PROFESSIONAL SERVICES COMPENSATION RATES</b>	<b>RATE PER HOUR</b>
	ARCHITECT-IN-CHARGE	\$150.00
	PROJECT DIRECTOR	\$150.00
	PROJECT ARCHITECT	\$125.00
	PROJECT MANAGER	\$100.00
	DRAFTER	\$ 95.00
	CLERICAL	\$ 60.00
	GRAPHICS PRESENTATIONS	\$100.00

\*Note: Professional Services Expense Schedule to be revised annually

**ANDERSON & DOIG STRUCTURAL ENGINEERS**

9719 Lincoln Village Drive, #502

Sacramento, California 95827

916-366-9622

**Structural Engineering Rate Schedule**

-Structural Engineer .....	\$175/ hour
-Design Engineer .....	\$150/ hour
-BIM/ Cad Technician .....	\$75/ hour
-Administrative .....	\$70/ hour



**M/E SYSTEMS ENGINEERING  
FEE SCHEDULE**

Effective April 1, 2018

**LABOR:**

Principal Engineers:

Engineering Design, Consultation	\$125.00 per hour
Expert Witness	\$200.00 per hour

Engineering Technicians:

Designers/CAD drafters	\$85.00 per hour
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Technical/Administrative Assistants:	\$75.00/hour
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**MATERIALS:**

Subcontracted design services are charged at our cost plus 20%.

Subcontracted services such as instrument rental, high volume printing, etc. are charged at our cost plus 10%.

Mileage will be charged at .60 cents per mile.



431 30th Street, Sacramento, CA 95816 | 916.256.2460  
300 27th Street, Suite 201 Oakland, CA 94612 | 510.775.9836  
EDGE-eConsulting.com

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**HOURLY RATE SCHEDULE FOR 2018**

<b>Principal</b>	<b>\$ 200.00</b>
<b>Project Manager</b>	<b>\$ 170.00</b>
<b>Engineer</b>	<b>\$ 150.00</b>
<b>Designer</b>	<b>\$ 130.00</b>
<b>CADD Operator</b>	<b>\$ 100.00</b>

*Exhibit B*  
**PROJECT SCHEDULE**