

VISION:
Every student will
achieve their highest
educational goals.

MOTTO:
Students First!

Pierce Joint Unified School District
540A 6th 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 TECHNOLOGY BUILDING
940A WILDWOOD RD, ARBUCKLE CA 95912

THURSDAY OCTOBER 15, 2020 5:00 p.m.

AGENDA

Governing Board

George Green, President

Amy Charter, 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 6th 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.

**Pierce Joint Unified will hold its regularly scheduled board meeting on
Thursday, October 15, 2020 at 5 p.m.**

**The health, well-being, and public safety of community members, public officials, and employees remain
a top priority. Consistent with the orders from the Governor, in-person attendance in the Technology
Building for the public will not be permitted.**

**Please know that you may join the meeting by phone and/or video.
Public comment will be included during this regular meeting and will be heard at 6 p.m.**

**To join the meeting, dial 1-505-738-2003 and enter PIN 841 049 011#
(be sure to include the # in the PIN)**

**Please remember: to mute or unmute your phone, press *6
The chat box will be monitored during the meeting, if you have a question or would like to speak,
please use the chat box to alert the meeting organizer.**

1. CALL TO ORDER

A. *Pledge of Allegiance*

2. APPROVAL OF AGENDA

ACTION

3. HEARING OF THE PUBLIC – 6:00 p.m.

(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

4. Student Body Representative Report/FFA Representative Report

2020/21 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.



- 5. 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

- 6. REPORTS: INFORMATION/
DISCUSSION
 - A. Special Education CAC (Community Advisory Committee) Member Annual Report
 - B. Math Adoption Committee Report
 - C. Intervention and Prevention Counselor Report
 - D. Esports Report
 - E. Facilities Report
 - F. Transportation Report
 - G. Technology Report
 - H. Williams Complaint Procedure Report – 2020/21 1st Quarter**
 - I. Citizens’ Bond Oversight Committee Meeting Report**
 - J. Evaluation of 2019/20 Safe School Plans**
 - K. Elementary School Waiver Report
 - L. District Reopening Status Report
 - M. AP Assessment Results**

- 7. PJUEA (Pierce Joint Unified Educators Association) Report INFORMATION

- 8. CSEA (California School Employees Association) Report INFORMATION

- 9. Consider and approve **Resolution 20/21 – 7: Budget Revision** ACTION

- 10. Consider and approve Consent Agenda: ACTION
 - A. Minutes of September 10, 2020 Regular Board Meeting**
 - B. Warrant List for September 2020**
 - C. Interdistrict Transfers:
 - 1. Transferring **OUT** for 2020/21 School Year:
 - a. One Student to Sutter CA – new
 - b. One Student to Yuba City CA – new
 - D. Contracts:**
 - 1. Agreement with Eagle Architects for Pierce High North Gym Alterations Project**
 - 2. Proposal from ESS Environmental for Pierce High North Gym Hazmat Sampling/Analysis**
 - 3. Agreement with Sierra Asphalt, Inc. for Johnson Junior High School Blacktop Repaving**
 - 4. Agreement with C&R Concrete for Arbuckle Elementary Concrete Pad for Outdoor Freezer**
 - 5. Proposal from Polar King Int. for Arbuckle Elementary Outdoor Freezer Installation**
 - 6. Architect Agreement with Synthesis Partners for Shade Structures at Arbuckle Elementary (1) and Johnson Junior High (1)**
 - 7. Quote from Park Planet for (2) 40x60 Shade Structures at Arbuckle Elementary (1) and Johnson Junior High (1)**

- 8. Agreement with Integrated Inspections for Special Inspection of Shade Structures**
- 9. Agreement with C&R Concrete for new PCC Parking and ADA Ramps at Pierce High**

- 11. Items to be agendized for the next regular meeting:
- 12. Superintendent’s Report
- 13. Board President Report

14. **CLOSED SESSION:**

ACTION

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

Certification	Position	Status
Coach	Varsity Basketball Head Coach	Hiring
Coach	Fresh/Soph Volleyball Head Coach	Hiring
Classified	District Mechanic	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

C. **CONFERENCE WITH LABOR NEGOTIATOR:** Pursuant to Government Code sec. 54957.6, the Board will meet in **CLOSED SESSION** to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)

15. **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:

Certification	Position	Status
Coach	Varsity Basketball Head Coach	Hiring
Coach	Frosh/Soph Volleyball Head Coach	Hiring
Classified	District Mechanic	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

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16. **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
July 1, 2020 - September 30, 2020

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
September 14, 2020
Technology Building

1. Meeting was called to order at 8:34 a.m. by Michael Doherty.
2. Roll call of committee: Present: Michael Doherty, Joh Lauwerijssen, Susie Lytal, Chuck Wayman. Absent: Valerie Ehrke, Barbara Scheimer, Edella Maldonado; Others present: Carol Geyer, George Parker, Daena Meras
3. Pledge of Allegiance was recited by the group
4. Motion to approve the agenda was made by Chuck Wayman and seconded by Joh Lauwerijssen. The motion passed unanimously.
5. Susie Lytal was introduced as the newly appointed committee member who represents school parent groups
6. Public Comment – no one was present to comment
7. Minutes of the previous meeting were presented in writing for the group to read. Joh Lauwerijssen made a motion to accept the minutes. Chuck Wayman seconded the motion. The motion passed unanimously.
8. George Parker presented an Executive Summary to the group. Information included the progress on the locker room project and news that the district received a CTE Facilities grant that includes a match by the district to add an educational space at the school farm. George explained the solar project that the district has applied for looking to get a 0% loan to do the project. He let the group know that the board had not entered into any new contracts since the last CBOC meeting.
9. A spreadsheet of the Measure B Bond Program Cost Summary was reviewed by the group. This spreadsheet includes information on each of the bond projects in terms of costs, district share, state share, total cost of construction and obligations/commitments to date as well as completion percentages for the projects.
10. The project matrix sheet was presented to show where the district is in the process of each facility project.
11. Date for next meeting was set for December 14, 2020 at 8:30 a.m.
12. The meeting was adjourned by a motion from Chuck Wayman and a second by Joh Lauwerijssen that was approved unanimously at 9:14 a.m.
13. The group then went and toured the boys' side of the locker room project.

Arbuckle Elementary

Safe School Plan Evaluation

2019-2020

Mrs. Laura Hansen, Principal

Vision/Mission: Our school offers a supportive and caring staff and provides a safe learning environment where students are encouraged to achieve at their highest academic level and be productive citizens in society.

Component 1: The School Climate

Goal: Our school is a place where each student, staff member and parent is given the skills, support and opportunity necessary to make a contribution to a smooth functioning school.

Areas of Pride and Strength: The School Site Council and District Health & Safety Committee note the following conditions and programs at Arbuckle Elementary School which positively affect the physical and/or psychological well-being of all persons on campus as it relates to the people and programs.

- The district counselors are available to meet with students and families.
- Colusa County Department of Behavioral Health provides counseling services on site through Medi-Cal and Healthy Families.
- The Pierce Joint Unified School District funds a .40 school nurse which spends the majority of their time at AES. A health aide is provided 15 hours a week as well.
- The Family Action Center, located on our campus, supports families with children 0-5.
- Four students from each class are selected each year to be members of the Welcome Wagon. They welcome new students to Arbuckle Elementary School, receive training on ways to handle anger, their own or others.
- Before school starts, all students receive a personal letter from their new teacher, welcoming them to their class.
- The district received the after school program grant (ASES) and is funded to serve about 84 students on site. (Feb. '07)
- The district has a dress code policy in place. It is regularly reviewed by School Site Council and the District Health & Safety Committee.
- Teachers discuss bullying and show videos to educate students on the issue of bullying and how to prevent it.
- Cyber bullying lessons are taught to students at each grade level including cell phone texts.
- School web page is continuously updated and lists days and times of special events.
- The district App is available for parents, students, and community members to download. The App will push out notices, reminders and updates to parents and will also be utilized in the event of an emergency.
- Suite 360 intervention program is a restorative justice program for students who need additional support with conduct and behavior. Students have access to a variety of content including: cyberbullying, anger management,

substance abuse, respect, social awareness, goal setting, and stress management.

- All staff wear name badges with their pictures.
- Parent's Club raises funds to support the Rojelio dance academy, to pay for field trip transportation costs, to support teachers with extra classroom resources, and to provide school-wide assemblies.
- All discipline referrals are entered in Aeries and filed in alphabetized binders. They are available for reference by staff and support staff.
- Suspension reports are entered into the Aeries data base and are also filed in the student's cumulative file folder.
- Quarterly referral and suspension reports are maintained. They are reviewed and a composite is in the Single Plan for Student Achievement.
- The Sexual Harassment Policy is included in all registration materials. It is also reviewed with all staff and posted in public and staff work areas.
- Mandated child abuse reporting procedures are reviewed by all staff members each year. The Colusa County or Yolo County Child Protective Service Agencies are called and reports are filed as necessary.
- Conflict facilitators are interviewed and chosen each year from the fourth and fifth grades to serve in that role.
- Board adopted discipline matrix and it has been in effect since August 1, 2017. It is reviewed and updated regularly by the District Health & Safety Committee.
- The Student Council participates in service activities and projects that show civic virtue and citizenship. Projects include a canned food drive, and penny drives to support victims of tsunamis, hurricanes, and cancer.
- All students are recognized formally during one of the monthly award assemblies during the school year for positive or improved behavior or academic growth or excellence.
- First through fifth grades participate in a weekly Character Matters Assembly on Friday mornings.
- The Pierce District recognizes employees' years of service at the beginning of the year breakfast each year.
- Staff members are supported through flowers from the site's flower fund when ill, when a loss of a family member has been suffered or when a new baby is born.
- The staff joins together 4-5 times a year to celebrate each other's birthdays.
- Parent's Club sponsors a Meet and Greet the first month of school for parents.
- Volunteers are recognized at the end of the year at an assembly.
- A yard supervision rubric was developed for staff to reflect on their supervision performance.
- Grades TK-3 make yearly visits to the fire department to learn fire safety rules.
- Each grade level presents a family night event during the school year.
- Yard duty supervisors and ASES staff receive CPR and first aid training on a yearly basis.
- All visitors and volunteers are required to check in at the office. After showing ID they will be given a badge that will allow them to be on campus.
- All parent volunteers are required to be fingerprinted through the Sheriff's Department.

- Parents' Club sponsors bullying prevention assemblies for students.
- Employees are required to view video clips on ways to prevent injury/illness on a yearly basis.
- A yearly SWAT training (Students Working Against Tobacco) for fifth graders is presented by Colusa County Behavioral Health.
- Students in grades four and five receive lessons from the TNT (Towards No Tobacco) Curriculum.
- Playground rules are updated annually. Staff reviews with students and has them sign in agreement to them each trimester.
- Safety reviews for students are offered by a Colusa County Sheriff's Deputy. Presentations include walking, biking, stranger and Halloween safety.
- The school nurse annually reviews hand washing techniques with all classes.
- D.A.R.E is provided through the Sheriff's Department to fifth graders.
- G.R.E.A.T (Gang Resistance Education and Training) is provided to 4th graders through the Sheriff's Department
- When available volunteers from the Sheriff's Department do fingerprinting for the kindergarteners each year.
- Formal monthly meetings are held with campus supervisors and the principal/vice principal to discuss playground concerns and their roles and responsibilities.
- All staff were trained and certified in Crisis Prevention Intervention on August 6, 2018.

Desired changes:

Objective 1: As a result of class meetings, the use of the 5 finger rule, the use of conflict facilitation, lessons on bullying, including cyber bullying, internet safety and cell phone texting, students will feel safer, more connected at school, and have less conflict.

Related Activities:

- A. Each teacher will write a stull goal on improving the school climate and student connectedness.
- B. Class meetings will be held at least one time per week.
- C. Videos will be used during class meetings to bully proof students.
- D. Conflict facilitators will be trained in the fall.
- E. Students will be taught and know the 5 finger rule.
- F. Character education will be incorporated into class meetings -including character words in 4th /5th grade planners.
- G. Curriculum on cyberbullying, internet safety and cell phone texting is taught by the classroom teacher -including activities in 4th/5th grade planners.
- H. Campus supervisors will rate themselves monthly based on the "active supervision" rubric.
- I. P.E. teacher will continue Healthy Play techniques in grades 1-5 during P.E.
- J. The school participates in the Kindness Challenge and focuses on a character education word once a week at the Character Matters Assembly.
- K. Positive Reinforcement will be supported by all staff with the implementation of the Bulldog Store and Bulldog Bucks.

Resources: Local Control Funding Formula funds will be used.

Evaluation: Increase sense of belonging and feeling safe at school by 5% in category of agree and strongly agree as measured by questions 1 and 2 of the 4th/5th grade student survey:

Belong at school:

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
72%	80%	82%	77%	75%	72%	78%	86%	85%	85%	*

*19/20 data not available due to COVID-19 school closure

Safe at school:

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
79%	85%	87%	82%	82%	82%	80%	89.5%	90%	90%	*

*19/20 data not available due to COVID-19 school closure

Objective 2: A school wide emphasis will be put on attendance. Participants will have increased attendance and decreased behavioral referrals if appropriate.

Related Activities;

- A. Letter to parents on importance of attendance.
- B. Attendance clerk reports names of students with unexcused absences each week to principal, vice principal and/or counselor and parent contact is made.
- C. Principal or designee will meet personally with any parent wanting to place their child on short-term independent study to review the contract expectations.
- D. Students with 100% attendance will be recognized monthly and receive a pencil as an incentive.
- E. Students with perfect attendance for the entire year will be recognized at an end-of-year assembly and receive a certificate and lapel pin.
- F. Students with excessive absences will be referred to the District Attendance Review Team (DART)
- G. Student body is participating in school wide activities to promote student attendance. We have class competitions and posters made by the student body.

Resources: Local Control Funding Formula funds, Lottery funds and Title I funds will be used to purchase rewards for attendance. E.g. pencils, pins, certificates

Evaluation: Attendance data on the participants will be used for evaluation. Attendance rates for AES will increase by 1 %.

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
96 %	97.3%	97%	97.1%	98%	96%	97%	96.7%	96.2%	97.5%	*96.9%

*Data from 8/19 to 3/20

Objective 3: By the end of the first trimester, all fourth and fifth grade students will utilize their individual agenda/planner to record assignments, homework, and weekly goals. This agenda will be signed by the parents and checked by the teacher on a daily basis.

Related Activities;

- A. The principal will meet with the fourth and fifth grade teachers to discuss the importance of building responsibility with their students, and the importance of the connection and communication with parents at the beginning of the school year.
- B. Teachers will develop a routine system to make daily checks of the agenda/planner for each student.
- C. Parents will have the use and importance of the agenda/planner and their role in terms of checking it daily explained to them during each grade level's Back-to-School Night.
- D. Students will utilize agenda in ASES program.

Resources: Local Control Funding Formula funds will be utilized to pay for the agendas.

Evaluation: Checking of the students' agenda for assignment and homework listings along with the parent signature. Eighty percent of students checked will have the agenda completed appropriately.

Objective 4: Strict adherence to dress code to be enforced.

Related Activities:

- A. At the beginning of the school year, the dress code requirements and means of enforcement will be reviewed with staff and students by principal.
- B. Teachers will develop a routine of making daily checks of students regarding dress code adherence; violations will be written and sent to office to be mailed home.
- C. Principal will meet individually with students dressing with gang attire. Parents will be notified.
- D. Principal will meet individually with students and parents, if necessary, when dress code violations occur on a continuous basis.

Resources: None are needed

Evaluation: Observation of student dress in the classroom, on the playground and at assemblies.

Objective 5: Suite 360 and ISS 360 will be utilized as part of our restorative justice program.

Evaluation: Suite 360 and ISS 360 will be utilized

	18/19 (1 st Year)	20/21
Suite 360 Lessons Taught	24 Lessons per class	*
ISS360 Modules Assigned	44	129

*19/20 data not available due to COVID-19 school closure

Resources: LCFF

Component 2: Physical Environment

Goal: Our school is a place where students, staff and parents are protected from harm.

Areas of Pride and Strength:

- Exterior lighting surrounds the campus.
- Signs are posted on east side of campus along Seventh Street stating “not to block entrance” for emergency vehicles to be able to access school yard.
- A campus supervisor is assigned to do weekly safety checks of the playground equipment structure.
- Hand sanitizer gel dispensers are in the cafeteria for student use prior to eating lunch.
- Soccer field was leveled, new irrigation system was installed and sod was laid.
- Window blinds are installed in rooms to allow for windows to be covered in the event of an intruder.
- Red rock is placed around the outside track to allow for use year-round to promote physical activity in students.
- A district Health & Safety meeting is held monthly to review any safety/health issues in the district. The committee has health, law enforcement, school staff and parents as members.
- Minutes from the Health & Safety meeting are shared at School Site Council and any concerns from the site council are taken to the committee.
- Locked gates secure corridor areas between class rooms after school hours.
- All graffiti on campus is immediately removed and reported as necessary to the Sheriff’s department when gang related.
- Both the exterior and interior of the building is kept painted.
- Flowers are continually planted each season so that there is continual color.
- All playground equipment is updated. Proper fall zones exist around the structure and swings.
- Facilities are kept clean on a daily basis.
- A four by six foot marquee in the front of the school displays the weekly Character word along with school announcements.
- The staff parking lot where buses load is fenced.
- A fence exists around the parking lot where students are picked up.
- Seventh Street between Hall and Amanda, is closed from 7:30 a.m. to 3:30 p.m. on school days in order to insure the safety of students crossing the street to the designated pick up area.
- A teacher greets all buses and welcomes students to ensure safe entry.
- Teachers are assigned to the 6 bus lines to ensure that students line up safely before exiting the playground to the bus loading areas.
- The school motto is displayed in the multi-room. It represents our vision that all staff and students are to be safe and proud at Arbuckle Elementary.
- The emergency plan is annually reviewed with staff and a class list is included with current enrollment list. It is kept near the door of the classroom for easy access when evacuating.
- Exterior lighting is installed on the playground.
- Continual updates of the staff telephone tree, ensures communication in the event of an emergency or disaster.
- Fire drills are conducted each month and timed. Teachers show a red card if they are missing students, or to indicate emergency medical help is needed. A green card indicates all is okay.

- Classroom earthquake drills are conducted at the end of each quarter.
- Intruder drills are practiced 2 times per year.
- A choice of healthy fruits and vegetables is offered as part of the school lunch to promote nutrition.
- A weekly check of the wheel chair lift is conducted by staff.
- Classroom doors will remain locked during the day so teachers do not have to go outside to lock their doors in the event of a lock-down situation. Lock-Blocks will allow students to come and go without having to knock on doors.
- A yard supervisor is assigned the job of checking to ensure exit signs are lit in the multi-purpose room.
- Staff has a communication system to deliver a message in case of loss of power or phones.
- Black bags for emergency situations are in each classroom and include: band aids, handi-wipes, cold packs, a blanket, and surgical masks. The bags are carried out during each drill.
- Signs are posted to indicate entries and exits into parking areas.
- “School zone” signs are installed around the campus by the road department.
- Surveillance cameras are installed on the exterior of the campus.
- A procedure checklist is in place on steps to take in the case of an intruder or possible intruder sitting on campus.
- The SEMS (Standardized Emergency Management System) folders are carried from the classroom during drills for teacher reference.
- Signs showing directions to the office are posted.
- Signs welcome parents in both English and Spanish.
- Different groups, including parks and recreation, 4-H, YMCA, Scouts and Little League utilize the school facilities for their club purposes.
- A crossing guard crosses students at the corner of Hall and 9th streets before and after school each day.
- An auto dialer is in place to be able to instantly notify all parents by phone in the case of a school emergency.
- Tobacco-free signs are posted at all entrances of the school, including the field area.
- School is entirely fenced and gates will be locked from 8:35-2:35 each day. All visitors must enter the campus through the main office.

Desired Changes:

Objective 1: As a result of hiring a crossing guard and reviewing supervision responsibilities with staff, and clearly marking east parking lot, student safety violations while entering and leaving campus and during recess will decrease.

Related Activities:

- A. A crossing guard will be in place on 9th and Hall Streets.
- B. In August, staff will receive training from the principal/vice principal on proper supervision strategies and legal responsibilities.
- C. Yard duty supervisors will meet monthly or more if needed with the principal or designee to communicate issues or problems.
- D. A Sheriff’s Deputy and CHP will patrol the roads around the school grounds regularly at the end of the school day.

- E. “No parking” signs for bike rack and red zones are clearly marked.
- F. Gates along the perimeter of the school will be locked during school hours.
- G. Principal, office, custodian and a campus supervisor have radios for fast and quick communication.

Resources: Local Control Funding Formula funds will be used to hire the crossing guard

Evaluation: The percentage of responses in the “disagree” column to the below questions will decrease.

The playground is well supervised and safe for students (parent survey)
When I am at school, I feel I am safe (student survey)

The playground is well supervised and safe for students

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
17/135	7/131	12/135	15/139	14/190	10/142	11/95	19/168	17/167	11/189	*
13%	5%	9%	11%	7.4%	7%	11%	11%	10%	6%	*

*19/20 data not available due to COVID-19 school closure

The number of responses in the “disagree” column to question #2, on the fourth and fifth grade’s student survey will decrease.

When I am at school, I feel I am safe

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
0	6	6	16	9	11	15	35	*	47	*

*17/18 data not available

*19/20 data not available due to COVID-19 school closure

Objective 2: We will reduce the amount of litter on the school campus.

Related Activities:

- A. Teachers will assign a classroom job where students pick up the trash around the school grounds and their classroom entrance.
- B. Teachers will build pride within their classroom and of their school by conveying the message of caring for their school environment by taking care of it.
- C. Bulldog Bucks will be randomly distributed to students caught keeping up campus as a positive reinforcement.

Resources: Site funds to cover the cost of garbage bags if needed.

Evaluation: Litter will not be on campus. Students will be observed picking up litter without being prompted to do so. Classroom job charts will have “litter critter” listed.

Objective 3: Work together as a team to help custodians keep our classrooms and work areas clean.

- A. Follow the teacher/custodian responsibility guidelines given to staff at beginning of year.

- B. Partake in open communication with one another about needs/wants.
- C. Clean up after yourself so that others don't have to.
- D. Have classroom conversations about bathroom etiquette (flushing, picking up toilet paper, paper towels and leaving sink clean) with students during your monthly class meetings.

Resources: No additional resources needed.

Evaluation: No complaints regarding cleanliness of classrooms or other buildings on campus from either custodians, staff members, students, or parents.

Objective 4: Minimize the outbreak of influenza.

Related Activities:

- A. Students will use hand sanitizer before lunch.
- B. Students will be taught and reminded to cover a sneeze or cough appropriately.
- C. Posters will be hung around the campus showing how to correctly cover a cough or sneeze and how to wash hands correctly.
- D. Students will be reminded to wash their hands after using the bathroom.
- E. Students will not be allowed to share food.
- F. Custodians will sanitize door handles on a daily basis.
- G. School nurse will work collaboratively with the County Health Department regarding influenza.
- H. Sick students will be sent home.
- I. Cafeteria tables will be sanitized on a daily basis.
- J. Attendance clerk will track Influenza-Like Illness (ILI) on a tracking form if applicable.
- K. Teachers will ask parents to donate disinfectant wipes for students to use to clean their desks.
- L. Masks may be used by students who are sick and waiting to be picked up from school.
- M. School nurse will send out a notification to parents regarding the importance of the flu shot.

Resources: Site funds

Evaluation: Attendance will remain at 90% on any given day.

Objective 5: Train After School Program staff on emergency procedures.

Related Activities:

- A. Each classroom has updated Emergency binder.
- B. All ASES staff have Raptor App
- C. Each classroom has an emergency bag with supplies
- D. Principal trains staff on procedures
- E. Each classroom has list of students in program with phone numbers.
- F. Fire drill is conducted one time per year.
- G. Intruder drill is conducted one time per year.
- H. All staff will download Raptor and have it available.

Resources: ASES Funds

Evaluation: Record of training date with list of those who attended. Dates of fire drill and intruder drill recorded.

Objective 6: Increase bus driver satisfaction and reduce the number of bus referrals and incidences between students on the bus.

Related Activities:

- A. Teachers assist drivers at the beginning of the year on correct procedures for loading bus.
- B. Teacher on bus duty stay present at bus line until bus closes doors.
- C. Students have assigned seats on the bus and adhere to those assignments.
- D. Bus drivers write bus referrals for safety violations and inappropriate behavior.
- E. Drivers choose 2 “safe rider” awards per month. Students receive award at monthly school assembly.
- F. Meet with drivers to determine their needs.
- G. Bus drivers will receive bus driver training focused on management.
- H. All bus drivers are equipped with a radio so they can quickly reach office staff or administration.

Resources: Safety Prevention Funds

Evaluation: Bus driver interviews regarding the behavior of their riders and the number of bus referrals.

Data from the following sources was used to identify areas in need of improvement:

Student Surveys, Parent Surveys, Staff Surveys, Discipline Referral Data, Healthy Kids, Survey, Attendance Data, School Climate Survey, Bus Referral Data

Number of bus referrals

12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
72	32	33	29	29	45	18	*18

*Data from 8/19 to 3/20

Objective 7: Educate students on the need to eat properly and exercise.

Related Activities:

- A. News article will be sent to parents educating them on the availability of fresh fruits and vegetables offered through the school lunch program.
- B. Cafeteria offerings will provide more meals being made from scratch versus packaged meals.
- C. Homemade fruit smoothies will be introduced in the cafeteria during breakfast.
- D. P.E. teacher will provide monthly nutrition lessons and offer tasting samples to students to introduce them to new healthy foods. He will use the Cooperative Extension as a resource.
- E. P.E. teacher will provide cardio fitness as part of their regular physical education time.

F. P.E. teacher has access to 30 pedometers with data ports to monitor student running distance on certain days of P.E.

Resources: Farmer donations of food, UC Cooperative Extension

Evaluation: Increase the percentage of 5th grade students in the Healthy Fitness Zone for Body Composition by 5% on California Fitness Test.

12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
64%	77%	62%	63%	63.7%	59.5%	*	*

*18/19 data not available through CDE

*19/20 data not available

Objective 8: Visitors will be monitored and cleared before entering campus.

Evaluation: Raptor visitor management system will be utilized.

	18/19 (First Year)
Number of Raptor Check-ins	1,513
Number of Raptor Check-ins	*985

*Data from 8/19 to 3/20

Grand Island Elementary Safe School Plan Evaluation 2019-2020

Mrs. Laura Hansen, Principal

Vision: Our school is a safe place where our support and caring leads to the highest academic levels for all students.

Mission: Our school is a place where students feel safe and where they develop into responsible youth through meaningful participation in their school.

Component 1: The School Climate

Goal: Our school is a place where each student, staff member and parent is given the skills, support and opportunity necessary to make a contribution to a smooth functioning school.

Areas of Pride and Strength: The School Site Council and District Health & Safety Committee note the following conditions and programs at Grand Island Elementary School which positively affect the physical and/or psychological well-being of all persons on campus as it relates to the people and programs.

- Counseling services are available for students through the district counselor.
- Little Bears Academy” at Grand Island Elementary for children ages 0-5. Little Bears meet twice a month to help prepare children for school.
- Colusa County Department of Behavioral Health is able to provide counseling services on site through Medi-Cal and Healthy Families.
- The Pierce Joint Unified School District funds a nurse two days a week to do vision, immunization and hearing screenings. A health aide is provided 15 hours a week as well.
- Before school starts, all students receive a personal letter from their new teacher, welcoming them to their class.
- The district received the after school program grant (ASES) and is funded to serve 40 students on site. (Aug. 15’) Students in TK-5 are eligible. (Aug. 17’)
- The district has a uniform and dress code policy in place. It is regularly reviewed by School Site Council and the District Health & Safety Committee.
- Teachers discuss bullying and show videos to educate students on the issue of bullying and how to prevent it.
- Cyber bullying lessons are taught to students at each grade level including cell phone texts.
- School web page is continuously updated and lists days and times of special events.
- Suite 360 intervention program is a restorative justice program for students who need additional support with conduct and behavior. Students have access to a variety of content including: cyberbullying, anger management, substance abuse, respect, social awareness, goal setting, and stress management. Teachers teach 30 lessons a year.
- All staff wear name badges with their pictures.
- Parent’s Club raises funds to pay for field trip transportation costs, to support teachers with extra classroom resources, and to provide school-wide assemblies.
- All discipline referrals are entered in Aeries and filed in alphabetized binders. They are available for reference by staff and support staff.

- Suspension reports are entered into the Aeries data base and are also filed in the student's cumulative file folder.
- Quarterly referral and suspension reports are maintained. They are reviewed and a composite is in the Single Plan for Student Achievement.
- The Sexual Harassment Policy is included in all registration materials. It is also reviewed with all staff and posted in public and staff work areas.
- Mandated child abuse reporting procedures are reviewed by all staff members each year. The Colusa County or Yolo County Child Protective Service Agencies are called and reports are filed as necessary.
- Conflict facilitators are interviewed and chosen each year from the fourth and fifth grades to serve in that role.
- Parents and staff developed a district wide discipline matrix in the 1995-96 school year. It is reviewed and updated regularly by the District Health & Safety Committee. The PJUSD Board adopted a discipline matrix that will go in affect since August 1, 2017.
- The Student Council participates in service activities and projects that show civic virtue and citizenship.
- All students are recognized formally during one of the monthly award assemblies during the school year for positive or improved behavior or academic growth or excellence.
- The Pierce District recognizes employees' years of service at the beginning of the year breakfast each year.
- Staff members support each other by pooling together to purchase flowers, or gifts when ill, loss of family member, or when a new baby is born.
- The staff joins together 4-5 times a year to celebrate each other's birthdays.
- School volunteers are recognized at the end of the year.
- A yard supervision rubric was developed for staff to reflect on their supervision performance.
- The fire department makes yearly visits to Grades TK-5 at school to learn fire safety rules.
- The school presents four family events during the year.
- Yard duty supervisors and ASES staff receive CPR and first aide training on a yearly basis.
- All visitors and volunteers are required to check in to the office and show ID. Once ID has been provided visitors will be given a badge through Raptor.
- All parent volunteers, responsible for students on field trips, are required to be fingerprinted through the Sheriff's Department.
- Parents' Club sponsored bullying prevention assemblies for students.
- Employees are required to view video clips on ways to prevent injury/illness on a yearly basis.
- Students in fourth and fifth grade receive lessons from the TNT (Towards No Tobacco) Curriculum.
- Playground rules are updated annually. Staff reviews with students and has them sign in agreement to them each trimester.
- D.A.R.E is provided through the Sheriff's Department to fourth and fifth graders every other year.
- G.R.E.A.T (Gang Resistance Education and Training) is provided to 4th and 5th graders through the Sheriff's Department
- A yearly SWAT training (Students Working Against Tobacco) for fifth graders is presented by Colusa County Behavioral Health.
- Student's in 5th and 6th grade attend Shady Creek every other year.
- Volunteers from the Sheriff's Department do fingerprinting for the kindergarteners each year.
- All staff were trained and certified in Crisis Prevention Intervention on August 6, 2018.

Desired changes

Objective 1: As a result of class meetings, the use of the 5 finger rule, the use of conflict facilitation, lessons on bullying, including cyber bullying, internet safety and cell phone texting, students will feel safer, more connected at school, and have less conflict.

Related Activities:

- A. Each teacher will write a still goal on improving the school climate and student connectedness.
- B. Class meetings will be held at least one time per week.
- C. Videos will be used during class meetings to bully proof students.
- D. Conflict facilitators will be trained in the fall.
- E. Students will be taught and know the 5 finger rule.
- F. Character education will be incorporated into class meetings -including character words in 4th /5th grade planners.
- G. Curriculum on cyberbullying, internet safety and cell phone texting will be taught by the classroom teacher –including activities in 4th/5th grade planners.
- H. Campus supervisors will rate themselves monthly based on the “active supervision” rubric monthly.
- I. Positive reinforcement will be supported by all staff with the implementation of the Bear Bucks.

Resources: Local Control Funding Formula funds will be used.

Evaluation: Suspensions for fighting or physical contact will decrease.

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
6	6	6	2	4	0	0	0	0	1	*0

*Data from 8/19 to 3/20

Evaluation: Suite 360 and ISS 360 will be utilized

	18/19 (1 st Year)	19/20
Suite 360 Lessons Taught	*	Data not available due to COVID-19 school closure
ISS360 Modules Assigned	*	*

*Data not yet available

*Data from 8/19 to 3/20

Objective 2: A school wide emphasis will be put on attendance. Participants will have increased attendance and decreased behavioral referrals if appropriate.

Related Activities:

- A. Letter to parents on importance of attendance.
- B. Attendance clerk reports names of students with unexcused absences each week to counselor and parent contact is made.
- C. Principal or designee will meet personally with any parent wanting to place their child on short-term independent study to review the contract expectations.
- D. Students with 100% attendance will be recognized monthly and receive a pencil as an incentive.
- E. Students with perfect attendance for the entire year will be recognized at an end-of-year assembly and receive a certificate and perfect attendance pencil.
- F. Students with excessive absences will be referred to the District Attendance Review Team (DART).
- G. Student body is participating in school wide activities to promote student attendance. We have class competitions and posters made by the student body.

Resources: Local Control Funding Formula funds, lottery funds and Title I funds will be used to purchase rewards for attendance. E.g. pencils, pins, certificates

Evaluation: Attendance data on the participants will be used for evaluation. Attendance rates for GI will increase by 1%.

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
96.6 %	97.3%	97%	98%	97%	97%	98%	97%	97%	96.7%	*97.4%

*Data from 8/19 to 3/20

Objective 3: By the end of the first trimester fifth grade students will utilize their individual agenda/planner to record assignments, homework, and weekly goals. This agenda will be signed by the parents and checked by the teacher on a daily basis.

Related Activities:

- A. The assistant principal will meet with the teachers to discuss the importance of building responsibility with their students, and the importance of the connection and communication with parents at the beginning of the school year.
- B. Teachers will develop a routine system to make daily checks of the agenda/planner for each student.
- C. Parents will have the use and importance of the agenda/planner and their role in terms of checking it daily explained to them during each grade level's Back-to-School Night.
- D. Students will utilize agenda in ASES program.
- E. Assistant Principal will do random agenda checks of classes.

Resources: Local Control Funding Formula funds will be utilized to pay for the agendas.

Evaluation: Checking of the students' agenda for assignment and homework listings along with the parent signature. Eighty percent of students checked will have the agenda completed appropriately.

Objective 4: Strict adherence to dress code to be enforced.

Related Activities;

- A. At the beginning of the school year, the dress code requirements and means of enforcement will be reviewed with staff and students by principal or designee.
- B. Teachers will develop a routine of making daily checks of students regarding dress code adherence; violations will be written and sent to office to be mailed home.
- C. Administration will meet individually with students dressing with gang attire. Parents will be notified.
- D. Administration will meet individually with students and parents, if necessary, when dress code violations occur on a continuous basis.

Resources: None are needed

Evaluation: Observation of student dress in the classroom, on the playground and at assemblies.

Component 2: Physical Environment

Goal: Our school is a place where students, staff and parents are protected from harm.

Areas of Pride and Strength:

- Exterior lighting surrounds the campus.
- A campus supervisor is assigned to do weekly safety checks of the playground equipment structure.
- Hand sanitizer gel is in each classroom and used daily by students to prevent the spread of germs.
- Window blinds are installed in rooms to allow for windows to be covered in the event of an intruder.
- A district Health & Safety meeting is held monthly to review any safety/health issues in the district. The committee has health, law enforcement, school staff and parents as members.
- Minutes from the Health & Safety meeting are shared at School Site Council and any concerns from the site council are taken to the committee.
- All graffiti on campus is immediately removed and reported as necessary to the Sheriff's department when gang related.
- Both the exterior and interior of the building is kept painted.
- Flowers are continually planted each season so that there is continual color.
- All playground equipment is updated. Proper fall zones exist around the structure and swings.
- Facilities are kept clean on a daily basis.
- A staff member greets all buses and welcomes students to ensure safe entry.
- A staff member ensures all students load on bus safely.
- Students recite the school motto, "Believe, Achieve, Succeed" on a daily basis.
- The emergency plan is annually reviewed with staff and a class list is included with current enrollment list. It is kept near the door of the classroom for easy access when evacuating.
- Continual updates of the staff telephone tree, ensures communication in the event of an emergency or disaster.
- Fire drills are conducted each month and timed. Teachers show a red card if they are missing students, or to indicate emergency medical help is needed. A green card indicates all is okay.
- Classroom earthquake drills are conducted at the end of each quarter.
- Intruder drills are practiced 2 times per year.
- A choice of healthy fruits and vegetables is offered as part of the school lunch to promote nutrition.
- A weekly check of the wheel chair lift is conducted by staff.
- An employee is assigned the job of checking to ensure exit signs are lit in the multi-purpose room.
- Staff has a communication system to deliver a message in case of loss of power or phones.
- Black bags for emergency situations are in each classroom and include: band aids, handi-wipes, cold packs, a blanket, and surgical masks. The bags are carried out during each drill.
- A procedure checklist is in place on steps to take in the case of an intruder or possible intruder sitting on campus.
- The SEMS (Standardized Emergency Management System) folders are carried from the classroom during drills for teacher reference.
- Different groups, including parks and recreation, 4-H, YMCA, Scouts and Little League utilize the school facilities for their club purposes.
- An auto dialer is in place to be able to instantly notify all parents by phone in the case of a school emergency.
- Tobacco-free signs are posted at all entrances of the school, including the field area.

- Door blocks are placed on all interior doors to allow for quick locking in the event of an emergency.
- Camera systems are installed on all bus routes and administrators at each site have access to the software.
- Cameras are installed on campus to ensure safety.

Desired Changes

Objective 1: As a result of reviewing supervision responsibilities with staff, student safety violations while entering and leaving campus and during recess will decrease.

Related activities:

- A. In August, staff will receive training from the principal or assistant principal on proper supervision strategies and legal responsibilities.
- B. Yard duty supervisors will meet monthly or as needed with the principal or assistant principal to communicate issues or problems. Yard duty supervisors will learn to give consequences that are related, reliable, respectable and responsible.

Resources needed:

Assistant Principal and Principal to be available as support and for monitoring.

Evaluation: There will be a decrease a number of behavioral referrals.

10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
89	65	48	23	15	34	38	43	32	*11

*Data from 8/19 to 3/20

Objective 2: We will reduce the amount of litter on the school campus.

Related Activities:

- A. Classrooms are assigned a week where they pick up the trash around the school grounds and their classroom entrance.
- B. Teachers will build pride within their classroom and of their school by conveying the message of caring for their school environment by taking care of it.
- C. Recycle cans are place throughout the school to promote cleanliness.
- D. The kindness challenge will be implemented.

Resources: Site funds to cover the cost of garbage bags if needed.

Evaluation: Litter will not be on campus. Students will be observed picking up litter without being prompted to do so.

Objective 3: Work together as a team to help custodians keep our classrooms and work areas clean.

- A. Follow the teacher/custodian responsibility guidelines given to staff at beginning of year.
- B. Partake in open communication with one another about needs/wants.
- C. Clean up after yourself so that others don't have to.

- D. Have classroom conversations about bathroom etiquette (flushing, picking up toilet paper, paper towels and leaving sink clean) with students during your monthly class meetings.

Resources: No additional resources needed.

Evaluation: No complaints regarding cleanliness of classrooms or other buildings on campus from either custodians, staff members, students, or parents.

Objective 4: Minimize the outbreak of influenza.

Related Activities:

- A. Students will use hand sanitizer before lunch.
- B. Students will be taught and reminded to cover a sneeze or cough appropriately.
- C. Posters will be hung around the campus showing how to correctly cover a cough or sneeze and how to wash hands correctly.
- D. Students will be reminded to wash their hands after using the bathroom.
- E. Students will not be allowed to share food.
- F. Custodians will sanitize door handles on a daily basis.
- G. School nurse will work collaboratively with the County Health Department regarding influenza.
- H. Sick students will be sent home.
- I. Cafeteria tables will be sanitized on a daily basis.
- J. The influenza-like Illness Symptom Screening Tool for Parents and Caregivers will be sent home in English and Spanish.
- K. Attendance clerk will track Influenza-Like Illness (ILI) on a tracking form.
- L. Classrooms will be provided with disinfectant spray bottles in order for students to clean their desks.
- M. Masks may be used by students who are sick and waiting to be picked up from school.
- N. The district nurse will send out a letter to parents to encouraging them to take their student to get a flu shot.

Resources: Site funds.

Evaluation: Attendance will remain at 90% on any given day.

09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20
96.6 %	97.3%	97%	98%	97%	97%	98%	97%	97%	96.7%	*97.4%

*Data from 8/19 to 3/20

Objective 5: Train After School Program staff on Emergency procedures.

Related Activities:

- A. Each classroom has updated Emergency binder.
- B. Each classroom has an emergency bag with supplies
- C. Principal trains staff on procedures
- D. Each classroom has list of students in program with phone numbers.
- E. Fire drill is conducted one time per year.
- F. Intruder drill is conducted one time per year.

Resources: ASES Funds

Evaluation: Record of training date with list of those who attended. Dates of fire drill and intruder drill recorded.

Objective 6: Visitors will be monitored and cleared before entering campus.

Evaluation: Raptor visitor management system will be utilized.

	18/19 (First Year)	19/20
Number of Raptor Check-ins	60	5

*Data from 8/19 to 3/20

Data from the following sources was used to identify areas in need of improvement:

Student Surveys

Parent Surveys

Staff Surveys

Discipline Referral Data

Attendance Data

Bus Referral Data

Healthy Kids Surveys

Lloyd G. Johnson Junior High School

Safe School Plan

Evaluation for the 2019/2020 School Year

Jessica Geierman, Principal

Component 1: School Climate

The traits that students, teachers, administrators, and other personnel bring to the campus (ethnic/cultural diversity, experiences)

Our Goal Is: To maintain and develop effective methods of communication that will give all stakeholders a working knowledge of the school.

Areas of Pride: The District's Health/Safety Committee and School Site Committee note that the following programs and conditions at Lloyd G. Johnson Junior High which positively affect the physical and/or psychological well-being of all persons on campus as it relates to the personal characteristics of students and staff:

- Pull out services for English Language Development are provided to non-English speaking students.
- District counselor provides counseling services, three days per week.
- District provided an additional counselor for truancy, one day per week.
- Gear Up Advisor provided college and career counseling, presentations on skills and mindset needed for academic success, as well as educational field trips to 7th and 8th grade students.
- Colusa County Office of Education provides Special Education teachers and paraeducators as needed by the disabilities and numbers of students.
- The Colusa County Office of Education and the Pierce Joint Unified School District funds a nurse to be available to provide vision testing, immunization (i.e. flu mist), and hearing testing.
- School planners and calendars are distributed to every student for use during the school year.
- The District's Health and Safety Committee members represent the ethnic diversity of the community and include parents, teachers and law enforcement officers.
- Dress code was adopted for grades K-12 in 1996 and newly updated in 2018 by the School Board. Teachers and staff monitor the dress code on a daily basis.
- All 6th graders participate in a week long science camp, with a major portion of the cost paid through community donations and student fundraisers. Unfortunately, this even was cancelled due to COVID-19.
- Sports programs are offered to 7th and 8th grade students as an extra-curricular activity.
- ASB offers a chance for students to be part of the leadership of the school.
- The PJUSD District Discipline Guidelines guides discipline, and discipline referrals are kept in a file in the office available for staff to reference.
- We have a District DART Committee that works with the site to stop truancy and deal with any behavioral referrals.
- The Sexual Harassment policy is included in all registration materials.
- Collaborative Wednesdays are used by staff for academic and school culture concerns.

- Healthy Kids Survey has been taken every other year and data from the survey has been used to ascertain problem areas.
- A breakfast program is in place and parents may apply for free or reduced meals.
- Two duty supervisors are posted in assigned areas of campus during lunch recess times.
- Girls Circle and Boys Club Live Program is available for qualifying 7th/8th grade students put on by the Colusa County Probation Department.
- Teachers are available before school, at lunch, and after school for students needing a reteach or test make-up
- After School Clubs are available for all students on Monday, Tuesday, and Thursday from 3:10 to 4:10 PM. Bus service is provided for students.

Objective 1: Lloyd G. Johnson Junior High School will continue to implement opportunities for parents, community members, and staff to participate in communication training which will encourage all stakeholders to find solutions to problems throughout the 2019/2020 school year.

Related Activities: To continue working towards better communication between staff, parents, community and other school sites.

- All school-to-home communications are translated into Spanish.
- Use of staff group meetings; two groups to be established: one a subject area group and the other a grade level group to be used to study student work and progress, and site needs.
- Collaboration Wednesday began in 1999 and includes an early release of students at 2:10 p.m. in order that grade levels may meet for a meaningful amount of time.
- Areas to be concentrated on are Academics, Environment, Character, and Pride.
- Meetings with JJH Parents Club to work on fundraising for Shady Creek Science Camp.
- Student's planners and parent information are sent home the first day of school and signed by parents to ensure they have knowledge of policies such as discipline and dress code.
- Parents are invited to the Health and Safety Meetings if they feel changes in policy are needed; the changes are discussed and voted on by the committee.
- Parents are welcomed at JJH and encouraged to visit classrooms and work closely with the teachers of their children. All visitors must sign in at office and receive a visitor's pass.

People responsible:

Principal, staff, and other stakeholders.

Resources: Site will fund appropriate workshops for staff. Staff will use collaboration time to work on specific concerns and solutions throughout the year.

Timeline: Ongoing

Evaluation: Attendance tracked by sign in sheets at meetings.

Objective 2: To continue working to "bully-proof" the student population and to provide acceptable methods for settling student conflicts.

Related Activities:

- Provide materials for staff to review with students i.e. videos, readings, and posters.
- Use of Student Body to help set standards of behavior.
- Use of collaboration time with Site Groups to establish guidelines for handling conflicts.
- Hold monthly meetings with noon duty supervisors to discuss progress in maintaining a safe campus.

- Hold Student Study Team meetings to discuss students who are having either social or academic issues and are of concern to staff.
- Students will follow the PJUSD dress code.
- 6th/7th/8th Graders participated in a “Choose Well” assembly by Mr. Brown to focus on positive choices and treating others with respect.
- Enact the Courageous Cougars program, which is a way for students to report bullying and conflicts on campus. Counselors then work with students to do conflict management. Also, counselors train peer counselors.
- School counselor provides services for students who are involved with bullying issues.

People responsible:

Principal, teachers, yard personnel, and Student Body.

Resources: Staff will continue to look for materials to use within classes; Student Body will discuss issues and determine policy.

Timeline: Ongoing.

Evaluation: The number of students suspended for bullying type behavior compared to previous years.

School Year	# of suspensions
2016/2017	1 suspensions
2017/2018	9 suspensions
2018/2019	6 suspensions
2019/2020	1 suspension

Objective 3: A school wide emphasis will be put on student attendance. Participants will have increased attendance and decreased behavioral referrals if appropriate.

Related Activity: Students will be recognized for stellar attendance at our awards program each school semester.

People Responsible:

Principal

Timeline:

2019/2020

Evaluation: Attendance data on the participants will be used for evaluation. Attendance rates for JJH will increase by 1% in 2019-2020.

15/16	16/17	17/18	18/19	19/20
96%	96.3%	96.25%	96.87%	97.1%

Component 2: The School’s Physical Environment (The physical setting and conditions of the school).

Our Goal Is:

To annually analyze and eliminate any physical hazard that may reduce the safety of staff, parents, students, and visitors to Johnson Junior High.

Areas of Pride: The District Safety Committee and School Site Committee commend the students, staff, district maintenance, and parents for the following condition and programs at Lloyd G. Johnson Junior High which positively affect the safety of all stakeholders on campus:

- A district safety meeting is held monthly to review and monitor safety and health issues within the district. The committee has health professionals, law enforcement officers, school staff, and parents as members. Each school has a school site member as a voting member.
- The Safety meeting minutes are shared at the School Site Council meetings and concerns are taken to the Safety meeting.
- Visitors are required to check in at the office before going anywhere on the campus with Raptor.
- Visitors are required to wear a badge.
- There is an ongoing policy to remove any evidence of vandalism as soon as possible.
- Landscaping is designed with flowers, trees, and grass to provide a pleasant environment.
- Facilities are cleaned daily and receive heavy cleaning during vacation periods.
- A bulletin board marquee posts announcements near the street so the community is aware of upcoming events.
- A colorful and creative bulletin board in the school office posts important student information as well as positive messages.
- An outdoor bulletin board was purchased by Gear Up to promote positive academic habits and provide information on colleges and universities.
- The emergency plan is reviewed each semester with staff to ensure current class enrollment lists are included in folders located by the exit of each classroom door.
- A computer has been designated to the office for usage of school security cameras.
- The Staff continually updates the telephone tree to ensure communications in times of emergency or disaster.
- Black bags for an emergency situation include Band-Aids, handy-wipes, cold packs, etc for each classroom. The bags are carried with the class during each drill, along with emergency binders.
- The SEMS Standardized Emergency Management System, (folders for emergency) is in a carrying case and taken outside during each emergency drill.
- Teachers are on duty as students board buses and walking home from school.
- Breakfast is served in the cafeteria before school.
- Both the exterior and interior of the building are kept painted and clean.
- A liaison from the Colusa County Sheriff's Department conducts safety checks, helps patrol campus, and investigates all criminal events on campus.
- Fire drills are conducted each quarter.
- Student discipline is determined using the District Discipline Guidelines to ensure fairness to all students.
- A parent survey is handed out yearly at the spring conference time to parents.
- Special Education students are assigned classes under a watch-and-consult program and where possible an aide is provided by the Colusa County Special Education Services.
- Weekly teachers' meetings are held to facilitate communication among staff members.
- We have a closed campus; students must be checked out by an adult on file in their registration form before leaving school grounds during school hours.
- A Crisis Response Box is located in the JJH office containing plans, forms, and any equipment necessary.
- All classrooms have phones for communication with the office, parents, and other school officials.

- Drills for fire, intruder on campus lockdown, natural and other emergency disasters, and earthquakes are reviewed by staff and practiced on a regular basis.
- School Resource Officer assigned to JJH for the 2019/2020 school year.

Objective 1: The Johnson Junior High campus will be maintained in all areas.

Related Activities:

- Emphasize to students and staff the importance of a clean and well maintained campus
- Student restrooms will be monitored multiple times daily for cleanliness and damage.
- Students will take responsibility for keeping restrooms clean and to clean up trash on campus.

Resources:

- Johnson Jr. High maintenance budget fund

People responsible:

- Principal, Staff, students and Safety Committee.

Timeline: Ongoing.

Evaluation:

- Evidence will be provided by clean campus and restrooms.

Objective 2: Evaluate the physical security at the site

Related Activities:

- To conduct annual security survey and to have the Sheriff's Department review the campus security and recommend changes.
- Hire and train new yard supervisors to mediate student problems and identify potential conflicts.
- Sheriff's Office is asked to dispatch an officer if and when possible for the intruder drills.
- Security camera system was updated during the summer of 2018.
- District Maintenance Administrator performs a yearly assessment of our school facility.

Resources:

District Monies

People responsible:

Principal

Timeline:

Ongoing

Evaluation:

Parent feedback given through our yearly Johnson Jr. High Parent Survey on physical security of our school site

SAFE SCHOOL PLAN: PHS 2019/2020
(PREVIOUS SCHOOL YEAR)

EVALUATION OF THE PLAN

School/Site

How was the plan monitored:

The plan was brought to the School Site Council and Pierce High School staff in October for input, then taken to the board in November for approval after some revisions. The safety plan was distributed to the high school staff in a staff meeting.

What progress was made on Component 1 (School Climate)?

Measure 1: Pierce High School's goal was to increase parent conference participation by 5% over the previous year. PHS staff voted to do away with parent conferences and held student study team meetings instead, along with one on one parent conferences if needed or requested by parents.
Measure 2: Fair, Respectful and Orderly Environment- Adults at PHS treat students with respect by an increase of 5%. There is no data for this goal this being that the Healthy Kids Survey is given every other year, due to Covid 19 we were unable to give the survey.
Measure 3: Increase a-g completion rate by 10%. The PHS a-g completion rate was 36%, an increase of 9.3% over the previous rate.
Measure 4: Maintain D rate not to exceed 9%, our D rate was 7.6% for the 1st Semester and 5.7% for the 2nd Semester. Maintain F rate not to exceed 4%, our F was 5.5% for the 1st semester and 3.2% for the 2nd semester.

What progress was made on Component 2 (Physical Environment)?

Measure 1: Increase students feeling that they strongly feel safe at school from year to year by 5%. No data was given for this measure since the Healthy Kids Survey wasn't given during the 19/20 school year due to Covid 19, our previous rate from 2 years prior was 71%.
Measure 2: Decrease the feeling of harassment or bullying among students by 10%, our previous measure was 11.4% believed it was a mild-moderate problem at PHS. No data was given for this measure since the Healthy Kids Survey wasn't given during the 19/20 school year due to Covid 19.
Measure 3: Decrease number of suspensions by 5%. PHS decreased the number of suspensions from 31 to 4, a decrease of 27. Alternative to suspension classes (new this year) were assigned 20 times. In-School suspensions was assigned 4 times a decrease of 11 from the previous years 15.
Measure 4: Maintain daily cleaning of classrooms and bathrooms at 100% with weekly check in's with custodians. PHS met this goal up until the school site was closed down due to Covid.

ANNUAL REPORT ON THE STATUS OF THE PLAN AT
SEPTEMBER BOARD MEETING

Subject Score Roster - 2020

Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)

English Language and Composition

All Sections

No Filters Applied

STUDENTS TAKING EXAM		MEAN SCORE		% SCORES 3 OR HIGHER	
YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL
20	20	2.15	2.15	40.0%	40.0%
CA	GLOBAL	CA	GLOBAL	CA	GLOBAL
90,541	548,293	3.00	2.96	63.4%	62.2%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	20	35% (7)	25% (5)	30% (6)	10% (2)	0% (0)	2.15
[REDACTED]	20	35% (7)	25% (5)	30% (6)	10% (2)	0% (0)	2.15
School	20	35% (7)	25% (5)	30% (6)	10% (2)	0% (0)	2.15
CA	90,541	11%	26%	29%	21%	13%	3.00
Global	548,293	12%	26%	29%	20%	13%	2.96

Subject Score Roster - 2020




Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)


English Literature and Composition

All Sections

No Filters Applied

 STUDENTS TAKING EXAM		 MEAN SCORE		 % SCORES 3 OR HIGHER	
YOUR GROUP 20	SCHOOL 20	YOUR GROUP 1.90	SCHOOL 1.90	YOUR GROUP 25.0%	SCHOOL 25.0%
CA 51,383	GLOBAL 335,354	CA 2.85	GLOBAL 2.84	CA 60.0%	GLOBAL 60.1%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	20	35% (7)	40% (8)	25% (5)	0% (0)	0% (0)	1.90
	20	35% (7)	40% (8)	25% (5)	0% (0)	0% (0)	1.90
School	20	35% (7)	40% (8)	25% (5)	0% (0)	0% (0)	1.90
CA	51,383	12%	28%	33%	17%	10%	2.85
Global	335,354	12%	28%	34%	17%	9%	2.84

Subject Score Roster - 2020

Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)

Psychology

All Sections

No Filters Applied

STUDENTS TAKING EXAM		MEAN SCORE		% SCORES 3 OR HIGHER	
YOUR GROUP 22	SCHOOL 22	YOUR GROUP 2.09	SCHOOL 2.09	YOUR GROUP 36.4%	SCHOOL 36.4%
CA 41,530	GLOBAL 300,850	CA 3.22	GLOBAL 3.21	CA 70.6%	GLOBAL 71.1%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	22	50% (11)	14% (3)	18% (4)	14% (3)	5% (1)	2.09
	22	50% (11)	14% (3)	18% (4)	14% (3)	5% (1)	2.09
School	22	50% (11)	14% (3)	18% (4)	14% (3)	5% (1)	2.09
CA	41,530	20%	9%	23%	24%	23%	3.22
Global	300,850	19%	10%	24%	25%	22%	3.21



Subject Score Roster - 2020

Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)

Spanish Language and Culture

All Sections

No Filters Applied

STUDENTS TAKING EXAM		MEAN SCORE		% SCORES 3 OR HIGHER	
YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL
38	38	3.61	3.61	86.8%	86.8%
CA	GLOBAL	CA	GLOBAL	CA	GLOBAL
48,939	170,139	3.96	3.86	92.8%	90.1%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	38	3% (1)	11% (4)	34% (13)	29% (11)	24% (9)	3.61
[REDACTED]	16	6% (1)	0% (0)	19% (3)	50% (8)	25% (4)	3.88
[REDACTED]	22	0% (0)	18% (4)	45% (10)	14% (3)	23% (5)	3.41
School	38	3% (1)	11% (4)	34% (13)	29% (11)	24% (9)	3.61
CA	48,939	1%	7%	22%	39%	33%	3.96
Global	170,139	1%	9%	23%	36%	31%	3.86

Subject Score Roster - 2020




Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)


United States Government and Politics

All Sections

No Filters Applied

 STUDENTS TAKING EXAM		 MEAN SCORE		 % SCORES 3 OR HIGHER	
YOUR GROUP 18	SCHOOL 18	YOUR GROUP 1.50	SCHOOL 1.50	YOUR GROUP 22.2%	SCHOOL 22.2%
CA 46,356	GLOBAL 294,916	CA 2.79	GLOBAL 2.85	CA 55.9%	GLOBAL 57.6%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	18	72% (13)	6% (1)	22% (4)	0% (0)	0% (0)	1.50
	18	72% (13)	6% (1)	22% (4)	0% (0)	0% (0)	1.50
School	18	72% (13)	6% (1)	22% (4)	0% (0)	0% (0)	1.50
CA	46,356	23%	22%	25%	16%	15%	2.79
Global	294,916	20%	22%	26%	16%	15%	2.85

Subject Score Roster - 2020

Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)

United States History

All Sections

No Filters Applied

STUDENTS TAKING EXAM		MEAN SCORE		% SCORES 3 OR HIGHER	
YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL
19	19	1.32	1.32	--	--
CA	GLOBAL	CA	GLOBAL	CA	GLOBAL
73,645	475,470	2.87	2.83	59.6%	58.8%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	19	68% (13)	32% (6)	0% (0)	0% (0)	0% (0)	1.32
[REDACTED]	19	68% (13)	32% (6)	0% (0)	0% (0)	0% (0)	1.32
School	19	68% (13)	32% (6)	0% (0)	0% (0)	0% (0)	1.32
CA	73,645	21%	19%	26%	19%	14%	2.87
Global	475,470	21%	20%	27%	19%	13%	2.83

Subject Score Roster - 2020

Data Updated: August 18, 2020
Report Run: October 01, 2020

Pierce High School (050120)


Statistics

All Sections

No Filters Applied

STUDENTS TAKING EXAM		MEAN SCORE		% SCORES 3 OR HIGHER	
YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL	YOUR GROUP	SCHOOL
12	12	1.92	1.92	25.0%	25.0%
CA	GLOBAL	CA	GLOBAL	CA	GLOBAL
30,661	199,493	2.96	2.93	59.9%	59.4%

Score Distributions with Comparables

Comparable groups	Total Students	Score 1	Score 2	Score 3	Score 4	Score 5	Mean score
— Your group (All Selected Sections)	12	42% (5)	33% (4)	17% (2)	8% (1)	0% (0)	1.92
	12	42% (5)	33% (4)	17% (2)	8% (1)	0% (0)	1.92
School	12	42% (5)	33% (4)	17% (2)	8% (1)	0% (0)	1.92
CA	30,661	19%	21%	22%	21%	17%	2.96
Global	199,493	19%	22%	23%	20%	16%	2.93

**PIERCE JOINT UNIFIED SCHOOL DISTRICT
2020/21 BUDGET REVISION
October 15, 2020**

RESOLUTION #20/21-7

General Fund 01

2020/21 Beginning Balance \$9,345,072
Estimated Income 18,722,288
Total Income + Beg. Balance 28,067,360

REVENUES:

Resource # and Description

0000 Unrestricted

0723 Transportation
6387 CTEIG-carryover

	<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
	\$0		
	\$0		
	347,244	404,591	751,835
	69,099	250,986	320,085

Revenue Revision 655,577
Revised Revenue 19,377,865
Revised Revenue + Beg. Balance 28,722,937

EXPENDITURES

Resource # and Description

0000 Unrestricted-carryover
0500 Supplemental/Concentration-carryover
0723 Transportation
1100 Lottery - carryover
6300 Lottery: Instructional Materials - carryover
6387 CTEIG-carryover
7311 Classified Prof Dev-carryover
7388 SB117 COVID-19-carryover
8150 RMA-Carryover

	<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
	2,554,351	183,732	2,738,083
	2,035,414	111,137	2,146,551
	347,244	404,591	751,835
	223,533	153,387	376,920
	78,905	198,000	276,905
	69,099	250,986	320,085
	0	7,641	7,641
	0	15,549	15,549
	513,379	396,818	910,197

Expenditure Revision 1,721,841
Total Current Expenditures 19,057,158
Revised Expenditure Budget 20,778,999

2020/21 Beginning Balance \$9,345,072
+Total Revised Revenue 19,377,865
Less Revised Expenditure Budget (20,778,999)
Estimated Ending Fund Balance \$7,943,938

Cafeteria Fund 13

2020/21 Beginning Balance **\$159,006**
 Estimated Income **742,126**
 Total Income + Beg. Balance **901,132**

REVENUES:

5310 Child Nutrition
 5314 Equipment Assistance

<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
742,126	0	742,126
0	14,608	14,608

Revenue Revision **14,608**
 Revised Revenue **756,734**
 Revised Revenue + Beg. Balance **915,740**

EXPENDITURES

5310 Child Nutrition
 5314 Equipment Assistance

<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
742,126	159,006	901,132
0	14,608	14,608

Expenditure Revision **173,614**
 Total Current Expenditures **742,126**
 Revised Expenditure Budget **915,740**

Beginning Balance-Fund 13 **\$159,006**
 +Total Revised Revenue **756,734**
 Less Revised Expenditure Budget **(915,740)**
 Estimated Ending Fund Balance-Fund 13 **\$0**

PASSED AND ADOPTED this 15th day of October 2020 at a meeting of the Board of Trustees of Pierce Joint Unified School District.

AYES:
 NOES:
 ABSENT:

 Carol Geyer, Superintendent

 Date

Pierce Joint Unified School District
540-A 6th Street Arbuckle, CA 95912
(530) 476-2892 * FAX (530) 476-2289
Thursday September 10, 2020 5:00 pm
Pierce Joint Unified School District
Technology Building
940A Wildwood Road, Arbuckle CA 95912
Regular Board Meeting Minutes

Governing Board:

George Green, President

Amy Charter, Vice President

Abel Gomez, Clerk

Barbara Bair, Member

Nadine High, Member

1. CALL TO ORDER

President George Green called the meeting to order at 5:00 p.m.

Members Present: Nadine High, George Green, Abel Gomez, Amy Charter, and Barbara Bair Absent: None.

Others Present: Carol Geyer, Daena Meras, Melanie Brackett. Dave Vujovich, Jessica Geierman, and several participants via telephone and/or video.

Abel Gomez led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Mrs. High and seconded by Mrs. Charter to approve the agenda changing Item 5.A. from Transportation Report to Math Adoption Report. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

2. APPROVAL OF AGENDA

3. HEARING OF THE PUBLIC – Hearing of the Public will begin at 6:00 p.m.

(Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

At 6:00 p.m. Mr. Green called for Public Hearing. He stated that the public hearing includes Resolution Regarding Sufficiency of Instructional Materials Fiscal Year 2020/21. No one spoke on this topic. Ms. Anberg gave an update on what she has been doing to help families get reliable internet service. She reported on a new provider in the area and stated that there is not an address within the district that cannot get coverage between all of the providers that are available. She reported on solutions available and is sharing her connectivity maps with the district to provide students with the hotspots that work best at their homes. Merced Corona reported that the County Board of Supervisors are reviewing the waivers that are coming in and are committed to expediting the waivers to get students back into the classroom K-6. There was discussion regarding the timeline of returning to in-person education. Mrs. Geyer shared the process for the K-6 waiver and reported that the district is in the process of meeting with the teachers association to discuss the waiver. She reported on the parent survey and how the results will help the district determine how many students will actually be returning when the district opens with the K-6 waiver.

She further explained that 6th grade is not included in the waiver because the waiver is specific to K-6 elementary schools. Grand Island 6th graders would fall under the waiver because they are a K-6 school. Merced Corona added that there was confusion that class size under the waiver would be set at 14 students and stated that there has been no limit for maximum number of students per classroom. There was discussion regarding the data received from the parent surveys and how the data will affect reopening decisions. There was discussion regarding distance safety in the classroom when students are allowed to return with the waiver. There was further discussion regarding who will be providing distance learning vs. in-person teaching when students return to the classroom. The topic of workman's compensation was raised for teachers who are exposed to COVID while at work. Mrs. Geyer reported on the different teaching models that will be needed once distance learning and in-person teaching is offered. She added that the parent survey data will be used to determine what teaching models will be needed and how many teachers will be needed. Teachers are prompting students to fill out the parent survey so there is reliable data. Mrs. Castro added that she understands that everyone wants what is best for students. She added that the bargaining unit only recently found out that the district would be submitting the K-6 waiver. She reported that there was not sufficient time to get input from all teachers who will be affected by the waiver. She fears a quick turn around and is concerned that a schedule has not been made. She reported that a schedule is needed for teachers to feel safe and is looking forward to seeing the results of the parent survey. She stated that temperature checks has been brought up many times and teachers have stated that they want this in the reopening plan to keep people safe. The parent survey due date is September 14th, but it will continue to be pushed in order to get full participation. Michelle Cherry reported that she truly wants students back in the classroom. Distance learning has been the worst experience of her life. She outlined a day watching students who are not engaged and feels that there is a long term effect on students that is not being taken into account. She stated that there are teachers out there that are ready to move forward. She is ready to go back into the classroom.

No report was given.

4. Student Body Representative Report/FFA Report

5. 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

In Laura Hansen's absence, Mrs. Geyer read the following report for Arbuckle Elementary and Grand Island Elementary: Arbuckle's enrollment is 571 students, and Grand Island's enrollment is 48 students. Jane Hardy is back full time at Grand Island because she is supervising the cohort. Distance learning routines for teachers are settling in, and students are adjusting to the new way they are receiving instructions. Teachers are feeling more confident in teaching live and finding more ways to engage students and present instructions. It has been fun "jumping" into virtual classrooms and watching the lessons, and the teachers appreciate the feedback and compliments. All the teachers have conducted a one-on-one meeting with parents by phone or video to discuss distance learning instead of back to school night. The conversations explained how distance learning would work this school year and what was required of their child. It also provided a time for parents to ask questions. The PJUSD bookmobile is up and going. I approached Mary Grimmer with the idea of having a bookmobile. She grabbed that idea and designed a schedule. Mary will be traveling to College City, Arbuckle, Grimes, and Dunningan on Tuesday and Thursday. I appreciate Mary's time and effort to make sure all students are receiving books from our library. Mary also mentioned that lunch hour and the 5:30 times are the busiest times. Teachers have encouraged students to pick up books and take reading counts quizzes. The fifth-grade team and Lori Foster are thrilled that we have hired a new teacher. We had 15 applicants, and the team narrowed it down to seven candidates to interview. The interview panel consisted of Shelly Langlois, Brittane Garcia, Samantha Vann, Nadine High, and Andrea O'Canas. The new fifth-grade teacher is Arminda Corona, and she lives in Arbuckle. She knows our community and is familiar with our schools. I am so thankful that Lori Foster stayed with us until we found a new teacher. She has done a terrific job learning how to teach virtually. Arminda will be starting on Monday, September 14. Cathy Lopez and Ellen Voorhees are busy connecting with families and providing them with resources and support with distance learning. It takes time to reach out to families, but we are making progress and engaging more students every day. The positive part of the distance learning challenge is now students are not only AES or GI, but have become PJUSD students with conversations happening between everyone at each site. You know the old saying, "It takes a village to raise a child."

Mrs. Geierman reported on the different ways her staff at Lloyd G. Johnson Junior High are using technology during distance learning and on the different programs the teachers are using to engage students to help them learn in different ways. She reported on how easy it is to join classrooms for observation. It's been nice to see

teachers getting their students to actively participate in the virtual learning. She reported on how the students are learning to use the features of distance learning, such as the chat box and email, to communicate with their teachers on their own. She reported that teachers are working very hard and have had new attendance codes introduced to accommodate attendance reporting requirements during distance learning. She commended the teachers for their hard work with this new attendance requirement. There was a book pick-up on Tuesday for books that were back-ordered due to COVID. EL Teachers are also working hard getting independent reading books to English learners. She explained how students come each Tuesday to get a new book and turn in the one they just read. The counselors are working hard tracking students to make sure they are engaged, and making home visits to students who have not been engaging or are in need of support. She reported on the on-campus cohorts of 14 or less students that started on the JJH campus for students who do not have any internet connection at their homes and who had not been engaging or completing any assignments. She outlined the parameters of the cohort classrooms. She reported that the first virtual School Site Council meeting will be held on Monday and virtual Back to School Night will be held on Tuesday. She reported on how Back to School Night will look. Mrs. Charter asked how many students are in the cohort classroom. Mrs. Geierman reported that at this time there are 4. She outlined the process they are using to recruit students for the classroom

Dave Vujovich reported that it has been an interesting but great week at Pierce High School. He reported that teachers and students are becoming more adept at distance learning. The first, and hopefully last, virtual Back to School Night was held on Tuesday night. He outlined the schedule for the night and reported that it ran pretty smoothly. He reported that the advisors are doing a great job of targeting students who are not engaging and giving them the support they need. There were nearly 100 people who logged on to the Back to School Night and he had a good time jumping into different classrooms throughout the night. He had many complements on the landing page. He reported that this platform will continue to be used for parent communication. He gave a brief report on the internet outage that happened on Wednesday and what the staff did to support each other by connecting to hotspots. He reported that as of Tuesday there are 475 students enrolled at PHS. He gave a breakdown of enrollment by grade. He is working on the 2020/21 CTEIG application that is due next week. He outlined the application process and the process for the next round of applications that will be due for the 2021/22 school year. Next week he will attend a virtual WASC meeting in preparation for the 21/22

academic school year. He reported that tomorrow night would have been the 90th Rice Bowl against Williams.

Dave Chun gave a brief outline of the math adoption process and gave an update on the committee's progress. He reported that the materials review piece is just beginning and outlined how the committee will be choosing programs to pilot. He gave a brief outline of what the committee is looking for in each program. He reported that committee meetings have been moved from Wednesdays to Mondays due to other scheduled meetings. Mrs. Bair asked if it is the right time to be looking at new curriculum when we can't use it due to distance learning. There was discussion regarding the timeline for an adoption and that historically it has been some time since the district has adopted new material. Mr. Chun stated that there is always flexibility and that the adoption could be piloted as soon as January, but that date could be reassessed. He stated that it is still a good idea to review the material and be ready with choices once the decision to pilot the material is made. Mrs. Geyer added that distance learning was not anticipated and a decision was made to keep moving forward with the adoption process. She added that the timeline can always be altered if the district feels that more time is needed. There was further discussion regarding reviewing the materials virtually and being ready to make a decision regarding which programs to pilot when the district is ready to move forward. Mr. Chun added that he is continually impressed with the commitment of the teachers in the Pierce district and he values the opportunity to work with them.

George Parker reported that his team has been working on securing spaces for the small cohort classrooms at all sites. They are continuing to provide a safe environment for students and staff. His staff has helped set up safe student testing areas at AES and GI by putting up Plexiglas panels and assembling safe teacher testing zones. He reported on the status of special projects throughout the district. He reported on the progress of the south gym and hopes that the project will come to a close at the end of September. A CBOC meeting is scheduled for Monday. He invited the Board to attend the tour of the south gym following the CBOC meeting. He then outlined the progress on the north gym. He reported on the status of the Deferred Maintenance plan projects that include the HVAC replacement on the science building and painting at GI. He reported that the district should be hearing the results of the zero percent loan application for the solar project this month. He also gave a brief update on the CTE facility grant proposal. He gave a brief report on the schedule that the cleaning crew is following to ensure that all environments are cleaned and safe.

6. REPORTS:

A. Math Adoption Committee Report

B. Facilities Report

C. Technology Report – Digital Advisors

Jeff Stuivenberg reported that the technology department has completed 307 work order requests since the beginning of the school year. There are currently 76 open work orders. He reported on the applications and programs that have been installed and activated for students and staff. Google Enterprise has been purchased for the district to continue to use Google Meets and its features. He gave a report on the network outage that the district experienced over the weekend and then again on Wednesday. He outlined the possible reason for the outage and reported that Frontier is recommending replacement of some of their equipment. Jeff outlined the equipment and timeline of replacement. He is working with Frontier to find a solution so that internet services will not be interrupted. Mrs. Bair asked if there were any extra Chromebooks that could be available at school sites in case students have issues with the Chromebooks they were issued. Jeff outlined the process for students who have issues with their Chromebooks. He reported that the technology building is open Mondays, Wednesdays, and Fridays from 1:00 – 4:00 pm for parents and students to bring their Chromebook for troubleshooting. He reported that parents are being called to come in and pick up their repaired devices.

Lindsay Dyer and Anthony Thomas from Digital Advisors gave a presentation to the Board outlining their company and what they can do for the district to help with the issue of unreliable internet service for students. They outlined a summary of recommendations specific to connectivity for students in rural areas. Ms. Dyer outlined the work that has already been done within the district and stated that their job would be to help bridge the existing gap. Mr. Thomas outlined the process of collecting data, analysis, and strategy building. He outlined the proposal and the steps that would be taken to determine how to provide the best internet service to all students. He outlined some of the equipment and gave examples of placement of LTE routers. Ms. Dyer explained how the LTE router would work within the community. Mr. Thomas continued to outline how the district could own its own LTE network to provide service to students instead of using service providers. He explained this process. Ms. Dyer added that this solution would also be a backup for when local services have outages. Ms. Dyer then outlined the next steps which included forming an advisory committee to oversee the connectivity implementation process. She outlined the role of the advisory committee and stated how critical a connectivity budget is to the success of the solutions that the Board moves forward with. Mrs. Geyer outlined the suggested technology committee that includes teachers, parents, staff, community members and a Board member. She reported that the additional 300 hotspots were received today, but need to have the

filtering put on them for student use. She added that installation of the filtering program takes time so it will be about a week before they can be deployed to students. Mrs. Bair asked why the Edunet system and hotspots would not be enough to provide the internet needed for all students. Mr. Thomas responded that Edunet does not cover the entire geographic area of the district and does not cover all of Arbuckle or Dunnigan. Jeff added that Colusa County could be covered with Edunet, but the Pierce District goes into Yolo County and the spectrum that Edunet uses is not available in Yolo County. There was discussion regarding the difference in paying for access vs. the district being its own network provider. Digital Advisors thanked the Board and stated that the Board would receive a detailed report for review.

Daena Meras outlined the Unaudited Actuals Financial Report. There were no questions.

Mrs. Geyer outlined the annual Independent Study Report that was submitted to the Board. There were no questions.

Mrs. Geyer reported that the title on the submitted report reflected the wrong year. She outlined the 2019/20 Senior CTE data that was submitted to the Board.

Mrs. Geyer reported that she has been working on the Learning Continuity and Attendance Plan and outlined the meetings and surveys held to obtain the data for the plan. She explained the need for two special board meetings to approve the Learning Continuity and Attendance Plan. One for public hearing, and one to approve the plan. September 28, 2020 at 6:00 pm was set for the public hearing and September 30, 2020 at 6:00 pm to take action on the plan.

Kimberly Castro reported that the association has been focusing on trying to get information about scheduling and continues to push for good communication. She reported that she believes communication is improving even with constant changes from the state. She stated that the elementary school waiver, the reopening plan, and scheduling issues are topics of concern. She reported that another meeting has been set for Tuesday and regular negotiations have not been discussed with all of the COVID safety issues that have taken precedence. She has been impressed with the involvement at board meetings by community members and believes that it is best for all students to have more people involved with the education process. Mr. Green asked Mrs. Castro to explain

D. Unaudited Actuals Financial Report

E. Independent Study Report

F. CTE 2019/20 Senior Report

G. Learning Continuity and Attendance Plan Update

7. PJUEA (Pierce Joint Unified Educators Association Report

what she means by scheduling issues. Mrs. Castro responded that schedules were changed abruptly to accommodate the new attendance requirements. They felt that they did not get any input on the schedule changes and were told that the changes needed to be made after the auditors looked at the schedules. She further stated that schedules for when students return to the classroom are another concern and have not been submitted for teacher review. Equity between distance learning teaching and in-person teaching time was discussed briefly. Mrs. Geyer outlined the changes to the schedule and the required minutes. She gave examples of how the scheduling was determined using work accomplished as part of educational minutes. She reported that the original schedule included check in periods that had no association with instruction and explained how the time was moved to include longer periods of instruction time. She further outlined the changes to the Wednesday schedule where students attend each class with no time between periods. There was discussion regarding the early release time at the high school and what teachers are using that time for. Mrs. Geyer stated that extra time is used differently according to site, but at the high school level that time is used for SST meetings, tutoring students, IEP meetings, and other student issues that may need attention. She reported that the attendance accounting that the teachers are responsible for is atrocious. She outlined the procedure that is very time consuming and must be monitored at all times during the class to first determine if the student is engaged, and then to determine if the student completed and turned in the daily assignment. She outlined the procedure that the attendance clerks will now need to follow to accommodate the new attendance requirements. Julie Dillard reported that she is working harder than she has since her first year of teaching. Not only with the new attendance requirements, but the everyday planning of lessons, organizing the tremendous amount of emails, attending numerous virtual meetings and so much more. Everything takes twice as long as it does when teaching in the classroom. Mrs. Charter asked about the extra time at the end of a school day because parents are curious to find out what is happening after their students log off at 1:30. She stated that it is important for parents to understand that planning is constantly happening. Mrs. Geyer gave examples of educational time when some students return to the classroom while some remain on distance learning. She outlined examples of how the lessons would be delivered to students who remain on distance learning. She outlined the additional staff that would be needed to run a full distance learning program and an in-person program. She went on to give examples of how students who remain on distance learning will receive synchronous and asynchronous learning. She reported that a lot of the decisions will be made once the results from the parent survey portray a better picture of how many students will be

returning to in-person attendance. Mrs. Geyer stated that there is no easy answer and more data needs to be received from the parent survey before schedules can be made and reviewed by teachers. There was brief discussion regarding the 6th grade schedule and how they are taught by multiple subject teachers. Mrs. Vandrey voiced her concerns about English learners and wonders what the support will look like if the schedules change when schools open K-6 under the waiver. She is also concerned about education equity for in-person students vs. students who choose to stay on distance learning.

No report was given.

A motion was made by Mr. Gomez and seconded by Mrs. High to approve the 2020/21 Mandate Block Grant Application. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mrs. Charter and seconded by Mrs. High to approve Resolution #20/21 – 4: Resolution Regarding Sufficiency of Instructional Materials Fiscal Year 2020/21. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mrs. High and seconded by Mr. Gomez to approve Resolution #20/21 – 5: Adopting the Gann Limit. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

A motion was made by Mrs. Bair and seconded by Mrs. Charter to approve Unaudited Actuals Financial Report. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

Mrs. Meras outlined the budget revision. A motion was made by Mrs. Charter and seconded by Mr. Gomez to approve Resolution #20/21 – 6: Budget Revision. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

8. CSEA (California School Employees Association) Report

9. Consider and approve **2020/21 Mandate Block Grant Application**

10. Consider and approve **Resolution #20/21 – 4: Resolution Regarding Sufficiency of Instructional Materials Fiscal Year 2020/21**

11. Consider and approve **Resolution #20/21 – 5: Adopting the Gann Limit**

12. Consider and approve **Unaudited Actuals Financial Report**

13. Consider and approve **Resolution #20/21 – 6: Budget Revision**

14. Consider and approve **Appointment of Susan Lytal to the Pierce JUSD Citizens' Bond Oversight Committee**

Mrs. Geyer reported that the vacancy on the Citizens' Bond Committee needs to be filled by someone who is affiliated with a parent organization. A motion was made by Mrs. High and seconded by Mrs. Bair to approve the Appointment of Susan Lytal to the Pierce JUSD Citizens' Bond Oversight Committee. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

15. Consider and approve **Pierce JUSD Reopening Plan**

There was discussion regarding the reopening plan. Mr. Green suggested that in light of the information received, the Board may want to table this until the special meeting that has been planned for September 28, 2020. Mrs. Charter stated that she believes the plan needs approval to go forward with the waiver application. Mrs. Geyer responded that the plan does need approval to apply for the waiver. Mrs. Geyer outlined the stakeholder meetings that were held to get input on the reopening plan. She thanked Melissa Cano and Xochi Dudley for their help with translation and for running the meetings held in Spanish. She feels confident with the reopening plan. She reported that temperature checks continues to be a topic of concern and is not included in the plan at this time. Temperature checks were discussed. Bullying and discrimination that may happen when students are tagged as having a temperature is a concern. There was further discussion regarding temperature checks and where it would take place. When entering the bus and in the classroom were discussed as possible locations for temperature checks. Additional staff needed was also discussed. She reported that the reopening plan is a fluid document. It is meant to be changed and can come back to the Board for re-approval if things change and different direction comes from the State. There was further discussion regarding at what point students should have their temperature checked and that students should be monitored throughout the day for wellness checks. Mrs. Bair stated that the CDC is not recommending temperature checks at this time so our plan is following the guidelines that they have set. She feels that our community will feel more comfortable with temperature checks in the plan. It was also mentioned that students could have a higher temperature after running or being stressed. Making temperature checks the parent's responsibility was also discussed. It was suggested that parents be required to take their student's temperature before they come to school. There was discussion regarding how accurate that system would be. There was further discussion regarding students completing a self-screening symptom check before coming to school. Mrs. Geyer outlined the items on

the symptom checker and stated that students are directed to stay home if experiencing any of the symptoms. She added that this is part of the current reopening plan which requires students to do a self-check before coming to school. Fluctuating temperatures and staggering student arrivals was also discussed. Temperature machines in buses was discussed. The daily staff COVID Self Check was discussed and how it is a health record and must be retained for 30 years. There was further discussion regarding liability and having parents sign a notice that they understand the process and are accepting some responsibility to not send their student to school sick. There was discussion regarding how parents will need to pick up students if they become sick or are sent to school sick. Mrs. Geyer reported that she believes 60 – 65% of students will return to the classrooms. There was discussion about student drop off zones and staggering schedules. Outdoor classes, shade covers, and tables vs. desks in classrooms was discussed. Teacher schedules with mask breaks and time to clean classrooms between periods was also discussed. Mrs. Bair suggested looking into microphones for teachers who will need to be teaching with masks on and may not be heard by all students in the classroom. There was discussion regarding equipment needs and placement for microphones to be used. There was further discussion regarding meals at school when students return to the classroom and what the meal bus routes will look like for distance learning students once the elementary waiver has been approved. There was discussion regarding the CDC symptom criteria and that the chart should be added to the Reopening Plan. There was further discussion regarding temperature checks, the reliability of the checks and where the temperature checks would take place. Mrs. Bair asked if Mrs. Geyer anticipated more changes to the Reopening Plan from the teachers or if the plans would be approved by them for the elementary waiver. Mrs. Geyer responded that they are wanting the schedules in the plan and she explained that the plan is following the guidelines and has been worked on collaboratively with parents, employees, and teacher. She explained that this is a district plan and only needs approval from the Board. Mrs. Charter suggested that a video for students, parents, and staff be available as part of the registration process. Mrs. Geyer added that there is already a COVID – 19 video that staff are required to view. Each board member gave their opinion of temperature checks and where they should take place. It was discussed that if the teachers do not want to take on the temperature checks, then it should be done at home. There was further discussion regarding if temperature checks are mandated they would need to be done on the bus as well as at the school. A motion was made by Mrs. Charter and seconded by Mrs. Bair to add the CDC symptoms criteria to the Reopening Plan, to revisit the temperature check topic at the September 28th Special

Board Meeting and to approve the Pierce JUSD Reopening Plan.
Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and
Mrs. Bair. Voting No: None. Absent: None.

16. Consider and approve **Consent Agenda:**
 - A. Minutes of August 20, 2020 Regular Board Meeting
 - B. Minutes of July 22, 2020 Special Board Meeting
 - C. Minutes of July 29, 2020 Special Board Meeting
 - D. Minutes of August 3, 2020 Special Board Meeting
 - E. Warrant List for August 2020
 - F. Interdistrict Transfers:
 1. Transferring **IN** for the **2020/21 School Year:**
 - a. Two (2) Students from Orland CA – continuing
 - b. Five (5) Students from Williams CA – (1) new
 - c. Three (3) Students from Colusa CA – (1) new
 2. Transferring **OUT** for the **2020/21 School Year:**
 - a. One (1) Student to Williams CA - continuing
 - b. Two (2) Students to Woodland CA – new
 - c. One (1) Student to Colusa CA - continuing
 - d. One (1) Student to Colusa County Office of Education - new

A motion was made by Mrs. Bair and seconded by Mr. Gomez to approve the Consent Agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

17. BOARD POLICIES:
 - A. FIRST READING:
 1. BP/E 3555: Nutrition Program Compliance
 2. AR 4030: Nondiscrimination in Employment
 3. BP/AR 4119.11/84219.11/4319.11: Sexual Harassment
 4. AR 4119.12/4219.12/4319.12: Title IX Sexual Harassment Complaint Procedures

5. BP/AR 5141.22: Infectious Diseases
6. AR 5145.3: Nondiscrimination/Harassment
7. BP/E 5145.6: Parental Notifications
8. BP/AR 5145.7: Sexual Harassment
9. AR 5145.71: Title IX Sexual Harassment Complaint Procedures
10. BP/AR 6142.7: Physical Education and Activity
11. BP 6172.1: Concurrent Enrollment in College Classes

Mrs. Geyer gave a brief outline of the policies. There was discussion regarding the policies. Title IX Sexual Harassment Complaint Procedures, Infectious Diseases, and Concurrent Enrollment in College Classes were policies that were discussed. A motion was made by Mrs. High and seconded by Mrs. Bair to approve the First Reading Board Policies. Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

Math Adoption Report
CBOC Meeting Report
Safe School Plan Evaluations
Special Ed CAC (Community Advisory Committee) Annual Report

18. Items to be agendaized for next regular meeting

Mrs. Geyer reported that the parent and teacher surveys were sent out and are due September 14th. PJUEA negotiations will be held on the 15th. Enrollment is at 1444 which is an increase to what was anticipated. She commended the classified staff who are supervising the small cohort classrooms serving students who do not have adequate internet service at home. She completed a three hour Title IX training today on the topic of sexual harassment as she is the Title IX coordinator for the district.

19. Superintendent's Report

Mr. Green reported that he is proud to be a Pierce Bear and is amazed at the obstacles that our people are overcoming. He believes that internet connectivity issues are a huge problem and the best thing for kids would be to get them back into the classroom.

20. Board President's Report

21. 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
Certificated	5 th Grade Teacher	Hiring
Certificated	Long Term Substitute–Elementary	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

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)

The Board went into CLOSED SESSION at 8:10 p.m.

22. OPEN SESSION - Report Action Taken in CLOSED SESSION

The Board reconvened at 8:52 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 Mr. Gomez and seconded by Mrs. Charter to approve the Public Employment.

Voting Aye: Mr. Gomez, Mr. Green, Mrs. High, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

Certification	Position	Status
Certificated	5 th Grade Teacher	Hiring
Certificated	Long Term Substitute–Elementary	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.**

- C. CONFERENCE WITH LABOR NEGOTIATOR:
Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)
No ACTION was taken.

The Board adjourned at 8:52 p.m.

23. ADJOURN

Carol Geyer, Secretary to the Board
of Trustees

Checks Dated 09/01/2020 through 09/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00415582	09/04/2020	AMPLIFIED IT	01-5800	Google for education enterprise licensing		3,504.00
00415583	09/04/2020	BIMBO BAKERIES USA	13-4700	CAFE SUPL		585.81
00415584	09/04/2020	CA AGRIGULTURAL TEACHERS' ASSN	01-5800	MEMBERSHIP DUES-DYER, SWEET, LEDERER, VANLANGINGHAM		560.00
00415585	09/04/2020	CLOSE LUMBER INC	01-4300	STUDENT WHITEBOARDS FOR DL		802.90
00415586	09/04/2020	CPM EDUCATIONAL PROGRAM	01-4100	Math Int III - Textbooks	4,441.52	
			01-4200	Calc Textbooks	3,302.96	
				CPM - Additonal Integrate III textbooks	4,952.20	
				Pre Calc Pilot	500.00	13,196.68
00415587	09/04/2020	DAVIDS BROKEN NOTE	01-5600	INSTRUMENT REPAIRS		725.00
00415588	09/04/2020	FRONTIER	01-5900	PHONE SVC		9,466.72
00415589	09/04/2020	Griffin, George	01-5200	GIE MILEAGE		104.65
00415590	09/04/2020	Hardy, Jane	01-5200	MILEAGE REIMB ARB-GIE		59.80
00415591	09/04/2020	HUST BROTHERS INC	01-4300	CYLINDER RENTAL		15.98
00415592	09/04/2020	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT	244.53	
			01-5800	COPIER MAINT	677.61	922.14
00415593	09/04/2020	LOZANO SMITH LLP	01-5200	AUGUST SVC		135.00
00415594	09/04/2020	Martinez, Martha	01-4300	CLASSROOM SUPL		115.67
00415595	09/04/2020	PACIFIC GAS & ELECTRIC	01-5530	BUS CHARGING STATION		252.28
00415596	09/04/2020	PIERCE JUSD	95-9519	19/20 ASB SALES TAX		12.66
00415597	09/04/2020	PLEASANT AIR COMPANY	01-4300	FILTER SUPL		233.59
00415598	09/04/2020	RECOLOGY BUTTE COLUSA COUNTIES	01-5520	DISPOSAL SVC		3,991.95
00415599	09/04/2020	Rudorff, Alexandra	01-4300	STUDENT NOTEBOOKS		83.70
00415600	09/04/2020	SACRAMENTO CO. OFFICE OF EDUC	01-5800	PO21-00018		4,500.00
00415601	09/04/2020	SCHOOL SPECIALTY	01-4300	20/21 Supplies	477.50	
				Office Supplies	1,268.57	1,746.07
00415602	09/04/2020	SCOUT SCOUT FROM UNIV OF CA	01-4200	AP Calc On Line Courses		1,995.00
00415603	09/04/2020	STAPLES ADVANTAGE	01-4300	Chair - Room 2	16.06	
				Copy Paper and Chair	305.22	
				Ink office printer	208.84	
				OFC SUPL	98.98	
				OFC SUPPLIES	25.08	
				Toner for color printer- staff room	289.79	943.97
00415604	09/04/2020	STEVENSON PEST CONTROL	01-5800	20/21 Pest Control Fees		370.00
00415605	09/04/2020	T-MOBILE	01-5900	HOT SPOTS		2,000.00
00415606	09/04/2020	TEACHERS' CURRICULUM INST	01-4200	History Student Subscription		9,261.00
00415607	09/04/2020	TRI-COUNTY SCHOOLS INS.GROUP	01-9516	WC OCT-DEC		37,827.00
00415608	09/04/2020	U.S. SCHOOL SUPPLY	01-4300	Award Pencils	63.12	

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Checks Dated 09/01/2020 through 09/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
				Unpaid Sales Tax	4.27-	58.85
00415609	09/04/2020	Velazquez, Stacie	13-5200	MILAGE REIMB		72.91
00415610	09/04/2020	VOLTAGE SPECIALISTS	01-5800	FIRE ALARM MONITORING ANNUAL FEE	984.00	
			13-5800	SEMI ANNUAL KITCHEN HOOK INSPECTION	420.00	1,404.00
00415611	09/04/2020	Vujovich, David	01-4300	MIFI BATTERY		26.93
00415612	09/04/2020	WAXIE SANITARY SUPPLY	01-4300	CLOROX BLEACH		1,433.07
00415730	09/11/2020	ACT ENVIRO	01-5800	Hazardous Waste Removal 2020		5,274.40
00415731	09/11/2020	ALHAMBRA	01-4300	WATER SUPL		119.74
00415732	09/11/2020	ALSCO GEYER IRRIGATION INC	01-4300	PARTS SUPL		1,050.55
00415733	09/11/2020	ARBUCKLE FOOD CENTER	01-4300	OFC SUPL		3.42
00415734	09/11/2020	ARBUCKLE PUBLIC UTILITY DIST	01-5510	WATER SEWER		48.00
00415735	09/11/2020	Brackett, Melanie	13-8634	LUNCH ACCT REFUND		17.25
00415736	09/11/2020	CAPITOL ADVISORS GROUP, LLC	01-5800	Tech Consulting Services		3,000.00
00415737	09/11/2020	COLUSA CO WATER WORKS DIST #1	01-5510	RENTALS WATER SVC		120.00
00415738	09/11/2020	Conrado, Molly	01-4300	TCHR SUPL		77.38
00415739	09/11/2020	DANIELSEN CO.	13-4300	CAFE SUPL	247.02	
			13-4700	CAFE SUPL	1,791.03	2,038.05
00415740	09/11/2020	Dorantes, Angela	01-5200	MILEAGE REIMB		43.70
00415741	09/11/2020	GENERAL PRODUCE COMPANY, LTD	13-4700	CAFE SUPL		1,733.55
00415742	09/11/2020	GOLD STAR FOODS	13-4300	STORAGE FEE	1.25	
			13-4700	CAFE SUPL	2,223.32	2,224.57
00415743	09/11/2020	HARRIS SCHOOL SOLUTIONS	13-5800	EZPAY AUG		6.25
00415744	09/11/2020	HOUGHTON MIFFLIN HARCOURT PUB	01-5800	Renewal Reading Counts/SRI AES/GIE	4,240.00	
				Renewal SRC/SRI Johnson Junior High licenses	800.00	5,040.00
00415745	09/11/2020	MICHAEL STAMPS	13-8634	LUNCH ACCT REFUND		16.50
00415746	09/11/2020	ORLAND AUTO PARTS	01-4300	PARTS SUPL		641.85
00415747	09/11/2020	PACIFIC GAS & ELECTRIC	01-5530	BUS CHARGING STATION	138.53	
				GAS ELECTRIC	4,395.01	4,533.54
00415748	09/11/2020	SAVVAS LEARNING CO, LLC	01-4200	Stats On Line Resource		112.61
00415749	09/11/2020	Stuivenberg, Jeffrey	01-5800	CITE MEMBERSHIP RENEWAL		90.00
00415750	09/11/2020	TIAA BANK	01-5650	COPIER LEASE		219.06
00415751	09/11/2020	WAXIE SANITARY SUPPLY	01-4300	COVID SUPL	50.51	
				DISINFECTANT SUPL	421.62	
				PURELL	119.46	591.59
00415858	09/18/2020	ACCESS INFORMATION MANAGEMENT	01-5800	AUG SHRED SVC		72.99
00415859	09/18/2020	ALSCO GEYER ACE HARDWARE	01-4300	PARTS SUPL		1,208.17

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ESCAPE ONLINE

Checks Dated 09/01/2020 through 09/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00415860	09/18/2020	CA STATE UNIV, SACRAMENTO	01-5200	AP Summer Institute		1,150.00
00415861	09/18/2020	CALTRONICS BUSINESS SYSTEMS	01-5650	COPIER MAINT		146.35
00415862	09/18/2020	CINTAS	01-5800	LINEN SVC	50.78	
			13-5800	LINEN SVC	402.12	452.90
00415863	09/18/2020	COLUSA FLOOR COVERING	01-6200	Misc. Floor Covering Replacement PHS/JJH		3,980.00
00415864	09/18/2020	Corona, Arminda	01-5821	FINGERPRINT REIMB		25.00
00415865	09/18/2020	FAMILY ID INC	01-5800	SUBSCRIPTION RENEWAL		1,420.00
00415866	09/18/2020	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		689.58
00415867	09/18/2020	FRONTIER	01-5900	PHONE SVC		105.05
00415868	09/18/2020	Gomez, Carmen	13-5800	SAFE SERV EXAM REIMB		185.00
00415869	09/18/2020	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		107.67
00415870	09/18/2020	KING CONSULTING INC	25-5800	Professional Services for OPSC Applications		5,280.00
00415871	09/18/2020	LINCOLN AQUATICS	01-4300	POOL SUPL		6,713.76
00415872	09/18/2020	MCGRAW-HILL EDUCATION	01-4200	ELA Curriculum		2,121.79
00415873	09/18/2020	MOBILE DEFENDERS, LLC	01-4300	20 screens for HP 11 G7 chromebooks		660.06
00415874	09/18/2020	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		161.26
00415875	09/18/2020	PURCHASE POWER	01-5900	POSTAGE REFILL		2,000.00
00415876	09/18/2020	SAVVAS LEARNING CO, LLC	01-4200	Environmental Science Textbooks		6,471.05
00415877	09/18/2020	SCHOOL SPECIALTY	01-4300	20/21 Supplies		371.99
00415878	09/18/2020	SUTTER BUTTES COMMUNICATIONS	01-5900	20/21 Repeater Fees		788.70
00415879	09/18/2020	Tejeda, Lorena	13-5800	SAFE SERV EXAM REIMB		185.00
00415880	09/18/2020	THEMES & VARIATIONS	01-4300	Music subscription		149.95
00415881	09/18/2020	U.S. BANK CORP PAYMENT SYS	01-4300	AMAZON-BATTERIES	53.60	
				AMAZON-MICROFIBER CLOTHS	20.37	
				AMAZON-PARTS FOR BLOWER	58.93	
				AMAZON-SNEEZE GUARD	586.41	
				AMAZON-SPARK PLUGS	19.20	
				EWING-PHS LANDSCAPE PROJ	859.34	
				HOME DEPOT-PHS LANDSCAPING PROJ	63.14	
				PIEDMONT PLASTICS-COVID SUPL	670.53	
				PRINTERS INK-POLO SHIRTS	181.31	
				Reading Counts Oscars	561.15	
				Student supplies	309.99	
			01-5800	GIMKIT-GIMKIT PRO SUBSCRIPTION	55.88	
				MICROSOFT-MONTHLY FEE	354.00	
			13-4300	DOLLAR GEN-CAFE SUPL	8.04	

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ESCAPE ONLINE

Checks Dated 09/01/2020 through 09/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00415881	09/18/2020	U.S. BANK CORP PAYMENT SYS	13-4300	PRINTERS INK-POLO SHIRTS	90.66	
				SMART FOODSVC-CAFE SUPL	388.44	
			13-4400	CDE EAG 2018 Grant	6,143.28	
				CDE EAG Grant 2018	4,054.05	14,478.32
00415882	09/18/2020	UMPQUA BANK CORPORATE REAL ESTATE CA0011	01-5600	OCTOBER RENT		550.00
00415883	09/18/2020	WAXIE SANITARY SUPPLY	01-4300	PURELL SUPL		179.18
00416037	09/25/2020	AMPLIFIED IT	01-5800	Quote 00117871 Amplified IT		750.00
00416038	09/25/2020	BIMBO BAKERIES USA	13-4700	BREAD SUPL		51.22
00416039	09/25/2020	CALIFORNIA'S VALUED TRUST	01-3401	OCT HLTH	9,488.14	
			01-9514	OCT HLTH	133,904.88	143,393.02
00416040	09/25/2020	CONTINENTAL ATHLETIC SUPPLY	01-4300	FB EQUIP RECONDITIONING		7,435.49
00416041	09/25/2020	Dorantes, Angela	01-5200	MILEAGE REIMB		21.85
00416042	09/25/2020	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		457.75
00416043	09/25/2020	GAYNOR TELESYSTEMS INC	01-4400	Camera replacement Front PHS main building		2,672.96
00416044	09/25/2020	GOLD STAR FOODS	13-4700	CAFE SUPL		4,902.84
00416045	09/25/2020	HD SUPPLY FACILITIES MAINT	01-4300	GLOVE SUPL	685.97	
				PROMPT PAY DISC	17.44-	668.53
00416046	09/25/2020	HYLEN DISTRIBUTING	13-4700	AES-AUG	2,250.00	
				PHS-AUG	856.00	3,106.00
00416047	09/25/2020	ILLUMINATE EDUCATION INC	01-5800	District wide Illuminate renewal for 3 years		8,182.25
00416048	09/25/2020	INCIDENT IQ	01-5800	Annual renewal Incident IQ		4,492.50
00416049	09/25/2020	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		23,881.03
00416050	09/25/2020	RAINFORTH GRAU ARCHITECTS	21-6200	Architect Services - PHS Locker Room		7,530.00
00416051	09/25/2020	Sachs, Dalton	01-5821	FINGERPRINT REIMB		25.00
00416052	09/25/2020	SAVVAS LEARNING CO, LLC	01-4300	Stats On Line Resource		56.31
00416053	09/25/2020	Schlosser, Jacqueline	01-4300	TCHR SUPL		91.26
00416054	09/25/2020	SCHOOL SPECIALTY	01-4300	Class & office supplies		66.35
00416055	09/25/2020	SYNCB/AMAZON	01-4200	AP Stats Books	856.80	
			01-4300	COVID Distance Learning Supplies	3,992.27	
				Guitars & Music Texts	3,637.44	8,486.51
00416056	09/25/2020	TRI-COUNTY SCHOOLS INS GROUP	01-3402	SEPT HLTH	9,733.00	
			01-9514	SEPT HLTH	19,127.00	28,860.00
00416057	09/25/2020	VERIZON WIRELESS	01-5900	PHONE SVC		610.40
00416058	09/25/2020	VERIZON WIRELESS	01-4300	300 Verizon hotspots		18,840.00
00416059	09/25/2020	WAXIE SANITARY SUPPLY	01-4300	DISINFECTANT		983.78
00416060	09/25/2020	WORTH AVE GROUP	01-5800	CHROMEBOOK INSURANCE		792.00

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

Checks Dated 09/01/2020 through 09/30/2020

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
Total Number of Checks					103	439,420.16

Fund Summary

Fund	Description	Check Count	Expensed Amount
01	General Fund/county Sch.srv.fc	87	399,970.23
13	Cafeteria Fund	16	26,631.54
21	Building Fund	1	7,530.00
25	Capital Facilities Fund	1	5,280.00
95	Student Body Fund	1	12.66
Total Number of Checks		103	439,424.43
Less Unpaid Sales Tax Liability			4.27
Net (Check Amount)			439,420.16

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ARCHITECTURAL SERVICES AGREEMENT

BETWEEN

PIERCE JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")

AND

EAGLE ARCHITECTS

FOR

PERFORMANCE OF ARCHITECTURAL SERVICES

of the

GIRLS LOCKER ROOM ALTERATIONS PROJECT

At

**PIERCE HIGH SCHOOL
PN PHS-12**

ARCHITECTURAL SERVICES AGREEMENT

This Agreement is made and entered into this 16th day of July, in the year 2020, between the Pierce Joint Unified School District ("District"), and EAGLE ARCHITECTS ("Architect"), collectively referred to herein as "Parties." This Agreement shall include all terms and conditions set forth herein.

WHEREAS, District intends to make alterations and renovate the existing Girls Locker Room Project (PN PHS -12, North Gym)) at PIERCE HIGH SCHOOL; and

WHEREAS, the Architect is fully licensed to provide architectural services in conformity with the laws of the State of California.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I ARCHITECT'S SERVICES AND RESPONSIBILITIES

- A.** This Agreement shall contain the general duties and responsibilities of the Parties.
- B.** The Architect's basic services shall consist of those services performed by the Architect, Architect's employees, and Architect's consultants, as enumerated in Articles II and III of this Agreement.
- C.** The Architect's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the Work. Architect represents that it and its employees, agents, and subcontractors will follow the standards of their profession in performing all services under this Agreement. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the Architect. The Project Schedule is set forth in Exhibit "C".
- D.** The Architect shall prepare all required construction documents. The construction documents shall be submitted to the Division of the State Architect ("DSA") for review and approval.
- E.** Architect represents that Architect is licensed to provide architectural services in the State of California and is specially qualified to provide the services required by the District and as specified in this agreement, specifically the design and construction oversight of public school projects.

ARTICLE II SCOPE OF ARCHITECT'S SERVICES

- A. Description of Basic Services.** The Architect's basic services include those services, as needed and described in this Article, and include structural, mechanical, electrical engineering, (including low voltage), architecture services, and such other services as necessary to produce a complete and accurate set of Construction Documents defined as including, but not

limited to, the following: review of the agreement between District and Contractor awarded the Project ("Contractor"), review of the general and supplementary conditions of the Contract between District and Contractor, and preparation of drawings, specifications, addenda, and other documents listed in the Agreement, and modifications issued after execution of the District and Contractor Contract. A more detailed description of the Project is attached hereto as Exhibit "A".

B. Required Approvals. The Architect shall assist the District in obtaining required approvals from governmental agencies responsible for electrical, gas, water, sanitary or storm sewer, telephone, as well as the Office of Public School Construction ("OPSC") and DSA.

C. Utility Review. The Architect, based on available documents from the District and/or public agencies, shall be responsible for determining the capacity of existing utilities, or for any design or documentation required to make points of connection to existing utility services required for the Project. If, in the Architect's professional opinion, there are questions or concerns regarding the reliability or accuracy of the available documents, the Architect shall notify the District in writing.

D. Planning Surveys. The Architect shall provide planning surveys, site evaluations and comparative studies of prospective sites, buildings or locations, as needed.

E. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, the District's representative(s), and other consultants of the District during Project development.

F. Drawing Revisions. The Architect shall make revisions in Drawings, Specifications, the Project Manual or other documents when such revisions are inconsistent with approvals or instructions previously given by District, including revisions made necessary by adjustments in the District's program or Project Budget.

G. Programmatic Changes. The Architect shall provide services required due to programmatic changes in the Project, including but not limited to size, quality, complexity, method of bidding, or negotiating the Contract for construction.

H. Cost Estimates. The Architect shall prepare detailed estimates of construction cost for review and comment by the District.

I. Quantity Surveys. The Architect shall prepare quantity surveys, which provide inventories of material, equipment, or labor, for review and comment by the District.

J. Operating Costs. The Architect shall provide analyses of District ownership and anticipated operating costs for the Project.

K. Interior Design. The Architect shall provide interior design and other services required for, or in connection with, graphics and signage.

L. Material Quality. To the extent the Architect is not familiar with suppliers, fabricators or manufacturers specified in the Construction Documents, the Architect shall, in its professional discretion, visit suppliers, fabricators, and manufacturers' facilities such as for

carpet, stone, wood veneers, standard or custom furniture, to review the quality or status of items being produced for the Project to ensure that they meet the design intent and specifications.

M. Material Consistency. The Architect shall cooperate and consult with District in the use and selection of manufactured items on the Project, including but not limited to paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of Public Contract Code section 3400.

N. No Asbestos. The Architect shall certify to the best of its information pursuant to title 40, Code of Federal Regulations section 763.99(a)(7), that no asbestos-containing material was specified as a building material in any construction document for the Project and will require that Contractors provide District with certification that all materials used in the construction of any school building are free from any asbestos-containing building materials ("ACBMs"). Architect shall include statements in specifications that materials containing asbestos are not to be included. This certification shall be part of the final Project submittal.

O. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for the District.

P. Public Presentations. The Architect shall prepare for and make formal presentations to the Governing Board of District and attend public hearings, and other public meetings at the direction of District. In addition, Architect shall attend and assist in legal proceedings that arise from errors or omissions of the Architect.

Q. Written Modifications. The duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without written agreement between the District and Architect.

R. Legal Compliance. The Architect shall comply with all federal, state and local laws, rules, regulations, and ordinances that are applicable to the Project.

S. Access to Work. The Architect shall have access to the Work at all times.

T. Scope of Services. The Architect's Basic Services include all services needed for the scope of work, including structural, mechanical and electrical engineering (including low voltage) services, interior design, lighting, waterproofing and such other services as necessary for design of the Work.

U. The Architect's responsibility to provide Basic Services terminates at the earlier of the issuance to District of the final Project Contractor's Certificate for Payment or sixty (60) days after the date of Substantial Completion of the Work.

**ARTICLE III
DESIGN AND ADMINISTRATIVE PHASES**

A. Planning And Schematic Design Phase.

1. Review of Project Requirements. The Architect shall review the program, schedule, and construction budget furnished by District to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with District, and at the request of the District, shall meet with education stakeholders as necessary to discuss and determine programmatic requirements. Architect shall take meeting minutes of all Design Phase meetings. The Architect shall provide to the District minutes of any such meetings within three (3) business days of the meeting.

2. Methods of Project Delivery. The Architect shall review with District proposed site use and improvements, selection of materials, and methods of Project delivery. Architect acknowledges that the District may construct the Project using the Lease-Leaseback method of project delivery. In such an event the Architect agrees to modify its duties under this contract to accommodate this method of construction.

3. Specific Considerations. The Architect shall review with the District the following specific considerations to be taken into account in the design of the Project:

a. ***Information Technology Systems.*** Architect shall discuss with District representatives the manner in which the Project may be designed to include information technology systems, including writing systems, adequate to meet the needs of both the Project building systems and additional building systems that the District may add to the Project at a later date.

b. ***Sustainability/LEED Analysis.*** Architect shall be Leadership in Energy and Environmental Design ("LEED") accredited. Architect shall discuss with District representatives options for Project design that is sustainable or environmentally responsible and resource-efficient. Architect shall also discuss with the District design options which may result in LEED certification for the Project, including options for different levels of LEED certification.

c. ***Building Maintenance.*** Architect shall discuss with District representatives the ways in which the Project may be designed so that it is compatible with District maintenance resources. As discussed in Article III, Section C, subsection 9, below, the Architect shall utilize grants and outside funding services and work with District to utilize and consider funding from grants and alternative funding services.

4. Alternative Design and Construction. The Architect shall review with District any appropriate alternative approaches to design and construction of the Project.

5. ~~Updating Schematic Documents. At intervals appropriate to the progress of the Schematic Design Phase and mutually agreeable to District and Architect, the Architect shall provide schematic design studies for District's review and information.~~

6. Schematic Design Submittal. Upon completion of the Schematic Design Phase, the Architect shall provide Schematic Design Documents consisting of drawings, specifications, descriptions of building systems and other documents illustrating the scale and relationship of Project components and descriptions of building systems for District's review. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules, and regulations which are applicable to those documents and shall be sufficient to prepare Project cost estimates. The documents shall also be supplied to the District for review and preparation of the cost estimate.

7. Budget Requirements. The Architect shall perform Schematic Design Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District. The Architect shall prepare a schematic design cost estimate for review by the District.

8. Site Conditions and Project Requirements. The Architect shall be entitled to rely on the accuracy and completeness of the information, surveys, and reports issued by the District or the District's consultants.

9. Investigation. Notwithstanding Article III, Section A, subsection 8, above, the Architect shall investigate existing conditions or facilities and verify drawings of such conditions or facilities.

10. Project Schedule. Architect shall prepare a Project Design Schedule for review and approval by the District. The Design Schedule shall be periodically updated by the Architect.

B. Design Development Phase.

1. Design Development Documents. Based on the approved Schematic Design Documents and any adjustments authorized by the District in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for District's approval. Such documents shall consist of site and floor plans, elevations, cross-sections, outline specifications, and other documents necessary to depict the Design of the Project, and shall outline specifications to fix and illustrate the size, character, and quality of the entire Project as to the Program requirements, landscapes, civil, structural, mechanical and electrical systems, materials, and such other essentials as may be appropriate.

2. Updating Drawings. At intervals mutually agreeable to District and Architect, the Architect shall provide drawings and other documents that depict the current status of design development for District's review.

3. Design Development Submittal. Upon completion of the Design Development Phase, the Architect shall provide drawings, outline specifications, and other documents for District's review, approval and for the preparation of the cost estimate. The Architect shall review with District the selection of building systems and equipment.

4. Cost/Budget.

a. The Architect shall make any needed updates to Construction Cost

~~estimate, for review and comment by the District.~~

~~b. The Architect shall perform Design Development Services to keep the Project within all budget and scope constraints set by the District, unless otherwise modified by written authorization by the District.~~

C. Construction Documents Phase.

1. CAD Drawings. The Architect shall prepare and provide to the District, from the Design Development Documents approved by District, Construction Documents consisting of drawings (in most recent AutoCAD or REVIT format), and specifications setting forth, in detail, the requirements for the construction of the entire Project in conformity with all applicable governmental and code requirements and requirements of all governmental agencies having jurisdiction over the Project including OPSC and DSA. This requirement shall be excused when the particular Project includes modernization or re-use of existing designs, and when portions of the documents may not be computer generated. In such case, that portion of the Project employing existing drawings need not be reduced to CAD. The Construction Documents shall show all the Work to be done, the materials, workmanship, and finishes required for the Project. The Construction Documents shall be stamped and signed by licensed professionals for the Architect and relevant engineers contracted by the Architect.

2. Design Elements to Prevent Water Intrusion. The Parties to this Agreement recognize that the failure of trade contractors to properly seal buildings against water intrusion is a significant and growing problem in public construction. Notwithstanding the Contractor's responsibility, the Architect shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure.

3. Fees. The District shall pay all fees required by such governmental authority as mentioned in Article II, Section C, subsection 1, above. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so payments may be prepared. Architect shall not charge a mark-up on costs associated with governmental agency fees when the Architect pays such fees for the District.

4. Construction Documents Submittals. Upon 90% completion of the Construction Documents Phase, the Architect shall provide updated Construction Documents for District's review and an updated Construction Cost estimate for review. The Architect shall also supply the District updated copies of the construction documents when they are 100% complete. The Architect shall also supply the District copies of all documents submitted to DSA.

5. Ownership of Documents.

a. Although the official copyright in all Project Documents shall remain with the Architect or other applicable Consultants, the plans, specifications, and estimates for the Project shall be and remain the property of District, pursuant to section 17316 of the Education Code.

b. In the event the District completes, modifies, or uses the plans, specifications, studies, drawings, estimates, other documents, or any other works of authorship prepared by the Architect following conclusion of this Project or at such other time or circumstance where the Architect is not directly supervising the completion, modification, utilization, and/or application of the aforementioned documents and/or Work, the District acknowledges that such use shall be at the District's sole risk and without liability to the Architect, its employees, and its consultants. Prior to re-use of the Architect's documents, the District agrees to notify the Architect in writing of such re-use.

6. Re-Use of Documents.

a. In the event District ever desires, and it is mutually considered feasible, to erect all or part of another project which would be essentially identical to the Project which is the subject of this Agreement, the Architect agrees to:

(i) Re-use as a separate project its design and the corresponding Contract documents;

(ii) Prepare with appropriate compensation such modifications as may be dictated by current codes, topography, soils conditions, utility services, existing construction, and similar conditions;

(iii) Perform with appropriate compensation as far as applicable all of the services provided by this Agreement;

(iv) In the event the District re-uses drawings, the Architect's fees will take into account that no royalty will be paid for the re-used documents.

b. After completion of this Project, Architect shall not permit any reproductions to be made of any District owned documents without the prior written approval of the District and shall refer all requests for such documents by other persons to the District.

7. Project Cost Estimates. The District shall establish an estimated Project Construction Cost. The Architect shall prepare the Construction Cost for review and comment by the District. The Construction Cost shall be periodically updated by the Architect, as stated in the preceding sections.

a. "Project Construction Cost" shall mean the estimate of construction costs to the District as designed or specified by the Architect and accepted by the District until such time as bids have been received, whereupon it shall be the accepted Construction Contract amount including alternates designed when accepted, increased by the dollar amounts of all approved additive Contract change order items. The Architect shall perform Design Development Services to keep the Project within all budget and scope constraints set by District, unless otherwise modified by written authorization by District.

b. When labor or material is furnished by District below its market cost, the construction cost shall be based upon current market cost of labor and new material for the purpose of the Architect's fee calculation.

8. Survey Work. All survey and geo-technical studies will be provided by District. Notwithstanding the provisions set forth in Article III, Section A, Subsection 8, above, Architect shall review the completed survey prior to the preparation of construction. Foundation, drainage and compacting requirements shall reflect the analysis provided in the geo-technical reports.

9. Maintenance Costs. The Architect shall consider operating or maintenance costs when selecting systems for District. The Architect shall utilize grants and outside funding services and shall work with District to utilize and consider funding from grants and alternative funding services.

10. Modification to Building Design Plans. Following DSA approval of Project documents, Architect shall modify building designs to incorporate DSA-required revisions.

D. Bidding and Award Phase.

1. Assistance in Bid Process. The Architect shall assist the District, as needed, in the preparation of the necessary bidding information, bidding forms, proposal requests, the Conditions of the Contracts, and the forms of agreement between District and the Contractors. Architect, in accordance with Article III, Section C, Subsection 1, above, shall provide the Project plans and specifications as part of the bid process. The Architect shall have the primary role in the preparation of the Project plans and technical specifications. The Architect shall assist the District, as needed, in issuing bidding documents or requests for proposals to bidders, conducting pre-bid conferences with prospective bidders, and responding to pre-bid questions. The Architect shall assist the District in obtaining bids and awarding the Contract for the Construction of the Project. The Architect shall respond to questions from bidders and shall issue addenda where necessary.

2. Assistance in Filing Required Documents. The Architect shall prepare and file all Construction Documents required to obtain the approvals of all governmental agencies having jurisdiction over the Project, including OPSC, DSA, California Department of Education, County Health Department, the local fire marshal, and others which have jurisdiction over the Project. District shall pay all fees required by such governmental authority. Architect shall, whenever feasible, establish beforehand the exact costs due to governmental agencies and submit this cost information to District so that payments may be prepaid.

3. Deposit of Documents. The Architect shall deposit a reproducible set of Construction Documents and specifications at a reprographics company specified by District for the bid and for printing of additional sets of plans and specifications during the Project. In addition, Architect shall provide District with an AutoCAD and pdf diskette file of the plans and specifications.

4. Re-Use and Engineers. Architect shall submit the name of the proposed Project engineers for District approval. In case District chooses to re-use construction documents prepared for another project, this re-use choice includes pre-approval of those consultants involved in preparation of those construction documents. Architect shall ensure that each architect and engineer places his or her name, seal, and signature on all drawings and specifications prepared by said architect or engineer.

5. Bids Exceeding Costs. If the estimate for the cost of construction is exceeded by the lowest bona fide bid or proposal by more than ten percent (10%), District may require the Architect, without additional compensation, to modify the documents for which the Architect is responsible under this Agreement as necessary to bring new bids or proposals within ten percent (10%) of such estimate. Alternatively, District may require the Architect to perform one or more of the following tasks at no additional cost to District: (1) Prepare, at no additional cost, deductive change packages which bring the Project within ten percent (10%) of the estimate; or (2) cooperate in revising the Project scope and quality as required to reduce the construction costs to within ten percent (10%) of the estimate.

E. Construction Phase—Administration of The Construction Contract.

1. Quality Control Coordination. Prior to commencement of Work on the Project, representatives from the Architect, the Inspector of Record, and the District shall meet to discuss and agree to a written plan for monitoring quality control of construction on the Project. The Plan shall discuss the quality control and monitoring duties of each member of the Project team and the methods to be used by each member to ensure quality control of the construction on the Project. The same Project team member representatives shall meet periodically, no less than once a month, throughout the duration of the Project to specifically discuss quality control issues and monitoring activities. Architect shall provide written documentation of the meetings to the District within thirty (30) days of such meetings.

2. Administration of Contract. The Architect shall provide administration of the Contract for construction as set forth below and in conformance with General Conditions of the Contract for Construction. It is understood that any document outlining General Conditions and Supplementary Conditions of the Contract for Construction supplied by parties other than the Architect will be reviewed with the Architect within a reasonable period of time, but no later than submission of construction documents to agencies having jurisdiction over the Project.

3. Modification of Duties. Duties, responsibilities, and limitations of authority of the Architect shall not be restricted, modified, or extended without written agreement of District and Architect with consent of the Contractors, which consent shall not be unreasonably withheld.

4. Technical Assistance to Project Inspector. The Architect shall provide technical direction to a Project Inspector employed by and responsible to District as required by applicable law. The Architect shall advise the Inspector and/or Contractor in the preparation of a marked set of prints to be prepared by the Contractor, indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to District upon completion of the Project.

5. Site Visits. The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by District and Architect in writing to become generally familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. In no event shall the site visits be less than once a week unless agreed to by the District. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

6. Work Quality. On the basis of on-site observations as an architect, the Architect shall keep District informed in writing of the progress and quality of the Work and shall endeavor to guard the District against defects and deficiencies in the Work, including Work on the punchlist. The Architect will issue deficient Work notices where appropriate. (More extensive site representation may be agreed to as an Additional Service, as described in Article IV.)

7. Not Responsible for Means of Construction.

a. The Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are the Contractors' responsibility under the Contracts for Construction. The Architect shall not be responsible for the Contractors' schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractors, subcontractors, or their agents or employees, or of any other persons performing services or portions of the Work.

b. The Architect, as part of its basic services, shall advise the District in writing and through photographs, if possible, of any deficiencies in construction as they are observed and following the acceptance of the Work and prior to the expiration of the guarantee period of the Project.

8. Access to Work. The Architect shall at all times have access to the Work wherever it is in preparation or progress.

9. Coordination Meetings. The Architect shall attend regular Project coordination meetings between the Architect, its consultants, any District's representative(s) only as requested by the District.

10. Review and Certification of Applications for Payment.

a. Based on the Architect's observations and evaluations of each Contractor's Application for Payment, the Architect shall review and certify the amounts due the respective Contractors. The Architect's certification for payment shall constitute a representation to District, based on the Architect's observations at the site, and on the data comprising the Contractors' Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents.

b. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has: (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods,

techniques, sequences or procedures; (3) reviewed copies of requisitions received from subcontractors and materials suppliers and other data requested by the owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract sum.

11. Rejection of Work. The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect will have authority, upon written authorization from District, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractors, subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

12. Submittals. The Architect shall review and approve or take other appropriate action upon Contractor's submittals, such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractor's Work or in construction by District's own forces, while allowing sufficient time in the Architect's professional judgment to permit adequate review, but in no case, no longer than seven (7) business days. Review of such submittals is not conducted for the purpose of on-site safety or for construction means, methods, techniques, sequences, or procedures, nor will Architect check for proper numbers or dimensions of the submittal. When professional certification of performance characteristics of materials or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment is required by the Contract Documents. Further, review of such submittals is not conducted for substantiating instructions for installation or performance of equipment or systems designed by the Contractor. The Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Contract Documents.

13. Change Orders and Record Drawings.

a. *Change Orders.* The District shall provide an initial review of all proposed change orders and provide its recommendation to the Architect. The Architect shall prepare and sign or take other appropriate action on Change Orders, Change Order Requests, and Construction Change Directives prepared for District's approval and execution in accordance with the Contract Documents. When the parties have agreed to the Change Order, the District and Architect shall sign said Change Order.

b. *Record Drawings.* Architect shall cause the Contractor to prepare a set of reproducible record drawings showing significant changes in the Work made during construction, based on marked-up prints, drawings, and other data. If the Contractor fails to maintain current record or as-built documents during construction, the Architect shall notify the District in writing and recommend withholding of contract payments owed to the Contractor until all record or as-built documents have been fully updated. The cost of revising the drawings

or specifications, or for the act of preparing change orders resulting from errors or omissions in the drawings shall not be charged to District.

14. Review of Record Documents. Architect shall, at Architect's expense, review the Contractor's record drawings showing significant changes in the Work made during construction.

15. Request for Information Processing. The Architect shall review and respond to all Requests for Information ("RFI") in a timely manner, including the preparation of drawings or revisions to drawings as necessary to respond to said requests. The Architect shall work to provide an expedited review of RFIs, with the goal of providing responses within five business (5) days of submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause. The Architect shall maintain an RFI log, which shall identify the RFI by number, the date the request was received, and the date the response was given.

16. Claim Review. The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes, or other matters at issue between the District and Contractor relating to the execution or progress of the Work as provided in the Construction Contract. Any claim involving more than twenty (20) hours of Architect's services where such claim does not arise out of the Architect's error and omissions, shall be considered an additional service pursuant to Article IV. Under no circumstances shall this evaluation take longer than twenty (20) calendar days from the date the claim is received by Architect.

17. Punchlist. Architect shall prepare the punchlist and, consistent with Article III, Section E, Subsection 5, above, concerning site visits, determine that the punchlist Work performed is in accordance with the Contract requirements. The Architect will further review the punchlist for completion.

18. Review of Substitutions. The Architect shall evaluate substitutions proposed by the Contractor, with the goal of providing responses to substitution requests within seven (7) business days of their submission, but in no instances shall such response be furnished more than fifteen (15) calendar days from submission without good cause.

19. Substantial Completion and Final Certificate of Payment. The Architect shall observe the Project site to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall receive and forward to the District warranties and similar submittals provided by the Contractor required by the Contract Documents. The Architect shall review the Contractor's final Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

20. Testing of Equipment. The Architect shall require the Contractor to provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

21. Interpreting the Agreement. The Architect shall interpret and decide matters concerning performance of District and Contractor under the requirements of the

Contract Documents on written request of either District or Contractor. The Architect's response to such requests shall be made with reasonable promptness and within any time limits agreed upon.

22. Requirements for Interpretation and Decisions. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both District and Contractors, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

23. Decisions on Aesthetic Effect. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

24. Decisions in Writing. The Architect shall render written decisions within a reasonable time on all claims, disputes, or other matters in question between the District and Contractors relating to the execution or progress of the Work as provided in the Contract Documents.

25. Project Closeout. The Architect shall be responsible for gathering information and assisting District in processing forms required by applicable governing authorities, such as OPSC and DSA, in a timely manner and to confirm proper Project closeout.

26. Delivery of Final Documents. Upon completion of the Project, Architect shall deliver to the District one (1) set of the Contractor's reproducible drawings, showing the Project record upon issuance of the Architect's certificate of completion, with the location of underground sewer water and all utility connections and services specially noted.

ARTICLE IV ADDITIONAL ARCHITECT'S SERVICES

A. Duty to Notify District of Additional Services. Architect shall notify District in writing of the need for additional services required due to circumstances beyond the control of the Architect. Architect shall obtain written authorization from District before rendering such services. Compensation for such services shall be negotiated and subject to District Board approval. Additional services shall be compensated at an hourly rate as set forth in Exhibit "B". Such services shall include:

1. Making material revisions in drawings, specifications, or other documents when such revisions are required by the enactment or revision of laws, rules, or regulations subsequent to the preparation and completion of such documents.

2. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.

3. Providing services made necessary by the default of the Contractor, which does not arise directly from negligent, errors, or omissions of Architect or by major defect or

deficiencies in the Work of the Contractor or by significant failure of performance by the Contract.

4. Providing Contract administration services after the Construction Contract time has been materially exceeded through no fault of the Architect.

5. In the event the District elects to re-use designs, plans, specifications, estimates, or other documents, the services in connection with making significant revisions or changes to aforementioned materials to suit District.

6. Preparing drawings and specifications associated with bid alternates, where the bid alternates are of an unusual number or amount, given the size of the Project.

7. Providing services relative to future facilities, systems, and equipment.

8. Providing services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment not included in the Construction Contract.

9. Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

B. Provision of Project Representatives, Etc. If authorized in writing by District, Architect shall, as an additional service, provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described in Articles II and III. The Project Representative(s) shall be selected, employed, and directed by the Architect, and the Architect shall be compensated, therefore, as agreed in writing by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the Work, but the furnishing of such Project representation shall not modify the rights, responsibilities, or obligations of the Architect as described elsewhere in this Agreement. Such services shall be negotiated and approved in writing by the District including compensation.

ARTICLE V DISTRICT'S RESPONSIBILITIES

A. District shall provide to the Architect information regarding requirements for the Project, including information regarding District's site, program, objectives, constraints, criteria, educational program, realistic budgets and schedules.

B. District shall notify the Architect of administrative procedures required and shall name a representative authorized to act on its behalf. District shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.

C. Inspection Services. District shall furnish all required inspection services.

D. Legal Advice. District shall furnish all legal advice and services required for the Project, save for those representing the Architect.

E. Notices of Defects. District shall give prompt written notice to the Architect if District becomes aware of any fault or defect in the Project or non-conformance with the Construction Documents. However, District's failure or omission to do so shall not relieve the Architect of Architect's responsibilities under Title 21 and Title 24 of California Code of Regulations and the Field Act, hereunder. District shall have no duty to observe, inspect, or investigate the Project.

F. Surveys. The District shall furnish surveys, when needed, describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements, and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information, as available, concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the surveys shall be referenced to a Project benchmark.

G. Geo-Technical Reports. The District shall furnish the services of geo-technical engineers when such services are requested by the Architect. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

H. Hazardous Materials. The District shall furnish structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections, and reports required by law of the Contract Documents.

I. Auditing Services. The District shall furnish any auditing services the owner may require to verify the Contractor's application for payment or to ascertain how or for what purposes the Contractor has used the money paid by or on behalf of the District.

J. Accuracy of Reports. The services, information, surveys, and reports required by Article V, Sections F through I, above, shall be furnished at the District's expense, and the Architect shall be entitled to rely upon the accuracy and completeness thereof.

K. Approve Budget. The District shall approve a current, overall budget for the Project, including the construction costs for the Project.

ARTICLE VI TERMINATION

A. A Written Notice of Termination. This Agreement may be terminated by either party upon fourteen (14) days written notice to the other party in the event of a material failure of performance by such other party, including insolvency of Architect, or if the District should decide to abandon or indefinitely postpone the Project.

B. Abandonment of Work by District.

1. In the event of a termination based upon abandonment or postponement by District, District shall pay to the Architect 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 the Architect for Board approved additional 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 District or in the possession of the Architect. In the event termination is for a substantial failure of performance, all damages and costs associated with the termination, including increased consultant and replacement architect costs shall be deducted from payments to the Architect.

2. 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 Article VI, Section C, below, and Architect shall have no greater rights than it 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 Architect.

C. Terminate Without Cause. This Agreement may be terminated without cause by District upon fourteen (14) days written notice to the Architect. In the event of a termination without cause, District shall pay to the Architect 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 Architect for Board approved additional 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 District or in the possession of the Architect. In addition, Architect will be reimbursed for reasonable termination costs through the payment of three percent (3%) beyond the sum due the Architect. This three percent (3%) payment is agreed to compensate the Architect for the unpaid profit Architect would have made under the Project on the date of termination and is consideration for entry into this termination for convenience clause.

D. Work During Dispute. In the event of a dispute between the Parties as to performance of the Work or the interpretation of this Agreement, or payment or non-payment for Work performed or not performed, the Parties shall attempt to resolve the dispute and as to payment, shall make every reasonable effort to resolve the dispute expeditiously. In the event of disputes regarding the level of completion or reimbursable expenses invoiced, the District agrees to return the invoices with a clear description of the dispute within ten (10) business days from the date when invoice(s) are received. Unresolved payment disputes shall be subject to mediation, and the mediation shall be held no later than sixty (60) calendar days after receipt of the notice of a dispute, unless both parties agree otherwise. Pending resolution of this dispute, Architect agrees to continue the Work diligently to completion and the District agrees to make progress payments in accordance with this Agreement, except that the District may withhold only those funds that are in dispute. The District and Architect agree that any withholding by the District in excess of ten percent (10%) of the total Architect Fee shall be considered material for

purposes of providing professional architectural services and continuing work on the Project. If the withholding by the District is material as set forth herein, then the PARTIES shall submit the dispute to mediation for resolution as set forth herein. If the dispute involving a material withholding is not resolved within fifteen (15) business days after the completion of mediation, the Architect may discontinue work on the Project. If any other dispute not involving a material withholding is not resolved, Architect agrees it will neither rescind the Agreement nor stop the progress of the Work, but Architect'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. If the District withholds undisputed amounts in excess of forty-five (45) calendar days from the receipt of a written demand for payment from the Architect, then the Architect shall be entitled to interest, not to exceed one percent (1%), on such outstanding balances.

ARTICLE VII MEDIATION

A. District and Architect shall endeavor to resolve claims, disputes, and other matters in question between them by mediation before a third party mediator mutually agreed upon by the Parties. The request for mediation may be made concurrently with the filing of a court action, but in such event, mediation shall proceed in advance of any legal or equitable proceedings, which shall be stayed pending mediation for a period of sixty (60) calendar days from the date of filing, unless stayed for a longer period by agreement of the Parties or court order.

B. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII COURT ACTION

A. Any dispute between the Parties under this Agreement shall be submitted for judicial resolution in the Colusa County Superior Court.

B. Prior to initiating judicial action against the District, Architect must comply with Government Code section 900 et seq.

ARTICLE IX ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this Project and records of accounts between District and Contractor shall be kept on a generally recognized accounting basis and shall be available to District or its authorized representative at mutually convenient times.

**ARTICLE X
COMPENSATION TO THE ARCHITECT**

As compensation for Architect's services, District shall pay the Architect as follows:

A. Basic Services. For all "Basic Services," as set forth in Articles II and III, above, and as specified in Exhibit A, attached hereto and incorporated by reference, compensation in the amount specifically set forth in Exhibit B, Compensation and Schedule of Hourly Billing Rates, attached hereto and incorporated by reference.

B. Additional Services. For all "Additional Services," which are defined to mean authorized services in addition to the Basic Services, discussed more fully in Article IV, above, compensation shall be agreed upon by the parties in writing prior to performance of such services by Architect, and may be a flat fee, or hourly based on Architect's standard hourly rates, as set forth in Exhibit B, with necessary consultants at 1.10 times cost. Only the District Representative, or authorized designee may authorize Additional Services or changes to duly authorized services, subject to Board approval or ratification. Architect understands that all other District employees are without authorization to order Additional Services, changes to authorized services, or to waive contractual requirements of this Agreement. Failure of the Architect to secure proper authorization for Additional Services, changes to authorized services, or to waiver to contractual requirements, shall constitute a waiver of any and all right to adjustment in the compensation for Basic Services or waiver of contractual requirements, and Architect shall not be entitled to compensation for any such unauthorized services.

C. Reimbursable Expenses. "Reimbursable Expenses" include expenses incurred by Architect and Architect's employees and consultants in the interest of the Project, as identified in the following clauses. Payment of Reimbursable Expenses in excess of the total estimated reimbursable expenses set forth in Exhibit B, is subject to prior written approval by District. Reimbursable expenses shall be itemized and presented monthly by Architect to District for payment upon approval. Reimbursable expenses shall be compensated at 1.10 times the actual cost for the following expenses as marked:

_____ Expenses for authorized travel in connection with the Project, excluding travel within the Arbuckle Area and travel from the Firm location to the District Site or Office, and travel to meet with related consultants unless otherwise agreed and set forth in writing in Exhibit B hereto.

_____ Reasonable expense of interim and final reproductions, plotting, postage and handling of drawings, specifications, and other Project documents including those for use of Architect and its consultants, excluding in-house copy fees.

_____ Actual and necessary agency or permit fees for the Project, if any, paid by Architect on behalf of District.

Other: _____

D. Payments. District shall pay Architect monthly, in arrears, as follows:

1. Progress Payments. Payments for Basic Services shall be made monthly in proportion to services performed within each phase as reasonably determined by District up to the following amounts (or as otherwise agreed and set forth in writing in Exhibit B):

<u>UPON COMPLETION OF</u>	<u>PERCENTAGE OF TOTAL FEES</u>	<u>CUMULATIVE PERCENTAGE OF TOTAL FEES</u>
Schematic design phase	15	15
Design development phase	20	35
Construction documents phase	35	70
DSA approval	2	72
Bid phase	5	77
Construction phase	18	95
Closeout documents to DSA	3	98
DSA acceptance of closeout documents	2	100

2. Additional Services. Payments for Additional Services shall be made monthly, proportionate to the degree of completion, or as the parties specify in writing when the services are authorized.

3. Monthly Invoice and Payment. Architect shall submit a monthly invoice that indicates the services performed during the past billing period, method of computation, and amount payable. Architect shall be paid monthly in the usual course of District business after the invoice has been approved by District's authorized representative. Architect shall be paid for all undisputed amounts within thirty (30) days from receipt of approved invoice.

4. Payment Upon Termination. If District terminates this Agreement at any time as provided herein, Architect shall, upon notice of such termination, promptly cease all services. If the Agreement is terminated for any reason other than a material breach by Architect, Architect's total fee for all services performed shall be computed under the provisions of Article IV, above, to cover services actually performed to the date of such notice and shall include compensation for services within the phase of performance at which Architect's services stopped, proportionate to the degree of completion of the work on such phase.

ARTICLE XI EMPLOYEES AND CONSULTANTS

A. The Architect, as part of the basic professional services, shall furnish at its expense the services of landscape architects, structural, mechanical, electrical, traffic and street improvements, civil engineers, and other disciplines as required for the Project.

B. The Architect shall submit, for written approval by District, the names of the consultant firms proposed for the Project. Nothing in this Agreement shall create any contractual

relation between District and any consultants employed by the Architect under the terms of this Agreement.

C. Architect's consultants shall be licensed to practice in California and have relevant experience with California school design and construction during the last five (5) years. If any employee or consultant of the Architect is not acceptable to District, then that individual shall be replaced with an acceptable, competent person at District's request.

D. The construction administrator or field representative assigned to this Project by Architect shall be a licensed California Architect and be able to make critical Project decisions in a timely manner and shall be readily available and provide by phone, facsimile, and through correspondence, design direction and decisions when the construction administration is not at the site.

ARTICLE XII MISCELLANEOUS

A. **Indemnification.** To the fullest extent permitted by law, the Architect agrees to indemnify, defend, and hold District entirely harmless from all liability arising out of:

1. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to Architect's employees or Architect's subcontractor's employees arising out of Architect's work under this Agreement; and

2. If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Architect, the Architect shall indemnify and hold the District harmless from any liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage, or expense arising under either (1), (2), or (3) in this Subsection, sustained by the Architect or the District, or any person, firm or corporation employed by the Architect or the District upon or in connection with the Project, except to the extent the damages arose from the negligence of the District.

3. Any loss, injury to or death to persons or damage to property caused by any negligence, recklessness or willful misconduct of the Architect or any person, firm or corporation employed by the Architect, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the District, arising out of or in any way connected with the Project, including injury or damage either on or off District property; but not for any loss, injury, death or damages caused by the active negligence of the District. With regard to the Architect's obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the District, but rather to reimburse the District for attorney's fees and costs incurred by the District that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Architect.

4. The Architect, at its own expense, cost, and risk, shall defend any claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, other than professional negligence discussed in Article XII, Section A, Subsection 3, above, on any such claim or liability relating to the negligence,

recklessness or willful misconduct of the Architect, and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings due to the negligence of the Architect, arising from their work on the Project.

B. State Allocation Board. Architect shall assist District and its consultants to apply for funding for the Project from the State Allocation Board; however, Architect shall not be responsible for preparation, form, submittal, monitoring, or tracking of funding applications prepared by the District. Architect shall be responsible for submittals required of the Architect by the DSA, OPSC, and California Department of Education in connection therewith.

C. Maintenance of Insurance. Architect 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 (acceptance will not be unreasonably withheld) will protect Architect and District from claims which may arise out of or result from Architect's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor 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:

1. The Architect shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).

2. Commercial general and auto liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit, bodily injury and property damage liability, aggregate, including:

- a. owned, if any, non-owned and hired vehicles;
- b. blanket contractual;
- c. broad form property damage;
- d. products/completed operations; and
- e. personal injury.

3. Professional liability insurance for the Architect, including contractual liability, with minimum limits depending upon the value of the Project as set forth in this Article XII, Section C, subsection 3.a., below. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the rates current at the time of execution of this Agreement adjusted for inflation. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

- a. Professional liability coverage limits shall be at least:

(i) ONE MILLION DOLLARS (\$1,000,000) per occurrence, TWO MILLION DOLLARS (\$2,000,000) aggregate for projects with anticipated Project Costs of five million dollars (\$5,000,000) or less;

(ii) TWO MILLION DOLLARS (\$2,000,000) per occurrence, FIVE MILLION DOLLARS (\$5,000,000) aggregate for projects with anticipated Project Costs between five million dollars (\$5,000,000) and fifteen million dollars (\$15,000,000);

(iii) FIVE MILLION DOLLARS (\$5,000,000) per occurrence, TEN MILLION DOLLARS (\$10,000,000) aggregate for projects with anticipated Project Costs over fifteen million dollars (\$15,000,000).

D. District As Additional Insured. Each policy of insurance required in Article XII, Section C, above, shall name District and its officers, agents, and employees as additional insureds and shall state that, with respect to the operations of Architect hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance. Each policy of insurance required in Article XII, Section C, Subsections 1 and 2, above, shall state that not less than thirty (30) days written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Architect shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing Work, Architect shall deliver to District certificates of insurance as evidence of compliance with the requirements herein, including certificates of insurance for the Architect's subcontractors, as discussed in Article XII, Section E, below. In the event Architect fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Architect, and in such event Architect shall reimburse District upon demand for the cost thereof.

E. Insurance for Subcontractors. In the event that Architect subcontracts any portion of Architect's duties, Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article XII, Section C, above, in amounts which are appropriate with respect to that subcontractor's part of Work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

F. Lack of Insurance is Material Breach. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

G. Valuable Document Insurance. The Architect shall carry adequate insurance on all drawings and specifications as may be required to protect the District in the amount of its full equity in those drawings and specifications and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Architect, and the District shall be named as an additional insured.

H. Architect is Independent Contractor. Architect, in the performance of this Agreement, shall be and act as an independent contractor. Architect understands and agrees that Architect and all of Architect's employees shall not be considered officers, employees, or agents of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Architect assumes the full

responsibility for the acts and/or omissions of Architect's employees or agents as they relate to the services to be provided under this Agreement. Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Architect's employees.

I. Increased Costs. To the extent Architect causes increased Project costs as a result of its negligence or as a result of failure to comply with the provisions of this Agreement, Architect shall be responsible for all costs, fees, expert fees and attorneys' fees resulting from same.

J. Third Parties. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either District or Architect.

K. Assignment. District and Architect, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Architect shall not assign this Agreement.

L. Applicable Law. This Agreement shall be governed by the laws of the State of California.

M. Project Records. The Architect shall make a written record of all meetings, conferences, discussions, and decisions made between or among the District, Architect, and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance, and/or sequence of the Work. The Architect shall provide a copy of such record to the District.

N. Entire Agreement. This Agreement represents the entire Agreement between District and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both District and the Architect. This Agreement may be executed in counterpart and with facsimile signatures.

O. Effective Date. This Agreement entered into as of the day and year first written above, and upon ratification by the District's Board.

PIERCE JOINT UNIFIED SCHOOL DISTRICT

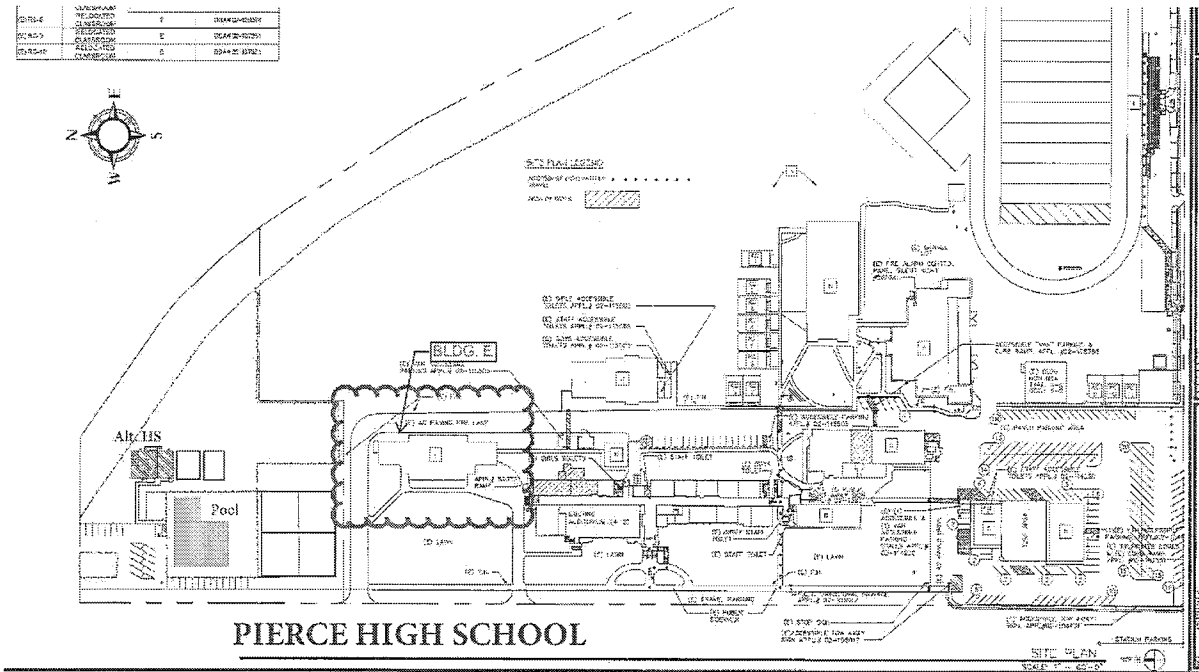
By: _____
Daena Meras, Chief Business Official

ARCHITECT

By:  _____
Alan S. Chambers, President

EXHIBIT "A" SCOPE OF WORK AND PROJECT DESCRIPTION

The scope of work shall include the alterations of the existing building Unit E on campus. The work shall include the demolition/removal of the existing Girls Locker room, adjoining shower room, restrooms and offices. The work shall include the installation of a new boys & girls restrooms, classroom, storage room and custodian closet. The upgrade to the existing concrete walks located at the north & south gym entrances along the west side of the building; the upgrade & new fire alarm devices for the entire north gym building Unit E. The work shall include modifications to the existing duct work in the locker room including any structural modifications to accommodate the new classroom. The work shall include removal of an existing wood interior bearing wall & changes to the interior walls including any structural modifications to accommodate the new classroom. The duration of this contract shall be from July 13, 2020 through an approximate completion of April 30, 2021. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:



SEE ATTACHED PROPOSAL FOR/PROJECT DESCRIPTION

“EXHIBIT E”

EXHIBIT E

Eagle Architects
349 Silver Lake Drive
Chico, CA 95973
(530)898-0123

July 7, 2020

Carol Geyer
Superintendent
Pierce Joint Unified School District
540A Sixth Street
Arbuckle, CA. 95912

Subject: Agreement for Consulting Services
Girls Locker Room Alterations
Pierce High School
960 Wildwood Road
Arbuckle, CA. 95912
EA Job# 2020-05

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 Girls Locker Room Alterations at Pierce High School in Arbuckle.

The scope of work shall include the alterations of the existing building Unit E on campus. The work shall include the demolition/removal of the existing Girls Locker room, adjoining shower room, restrooms and offices. The work shall include the installation of a new boys & girls restrooms, classroom, storage room and custodian closet. The upgrade to the existing concrete walks located at the north & south gym entrances along the west side of the building.. The work shall include modifications to the existing duct work in the locker room including any structural modifications to accommodate the new classroom. The work shall include removal of an existing wood interior bearing wall & changes to the interior walls including any structural modifications to accommodate the new classroom. The upgrade & new fire alarm devices for the entire north gym building Unit E shall be provided by Voltage Specialists. The duration of this contract shall be from July 17, 2020 through an approximate completion of April 30, 2021. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

Task	Fee
1. Site visit to field verify existing conditions Architect, Structural Engineer, Mechanical Engineer & Electrical Engineer	\$41,230
2. Construction Documents Include the following documents: 1. Cover sht./ plot plan/general notes 2. Campus Site Plan	

<ol style="list-style-type: none"> 3. Site Plan 4. Enlarged demo & new site plans & Details 5. Demo floor Plans 6. New Floor Plans 7. Partial Roof Plan 8. Demo Reflected Ceiling Plan 9. New Reflected Ceiling Plan & Details 10. Enlarged Restroom Plan & Interior Elevations 11. Door Schedule/Details & Finish Schedule 12. Architectural Details 13. Specifications on drawings 14. HVAC Schedules & Notes 15. HVAC Floor Plan & Details 16. Plumbing Schedules & Notes 17. Plumbing Floor Plan & Details 18. Electrical Schedules & Notes 19. Electrical Site Plan 20. Electrical Power & Lighting Plans 21. Fire Alarm Plans/Details Calculations provided by Voltage Specialists. 22. Coordination review & approval with PHS staff & District Staff 23. Prepare DSA-1 & DSA-1 REG Application 24. Submit construction documents to DSA for plan check electronic review 25. Redline comments from DSA plan check review 26. DSA Backcheck review & approval 	
<p>Total Fee This fee proposal is good for 30 days. After 30 days fee subject to change</p>	\$41,230
<p>Reimburseables- Printing costs to be billed at cost plus 10%- Estimated Budget</p>	\$3000
<p>Bidding- Prepare & Issue documents for Bidding Prepare Addendums with DSA Review & approval Attend Bid Walk Through with district & bidders- Architect only Answer questions & RFIs via email & phone- Architect, Mechanical & Electrical Engineer</p>	Hourly NTE \$4370
<p>Construction Administration Pre-construction meeting with contractor & inspector- architect only Answer questions & RFIs via email or phone Review submittals from Contractor Prepare CCDs with DSA approval DSA forms/paperwork 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-</p>	Hourly NTE \$8920

6AE site visit)- Architect 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 as shown on attached rate schedules. 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 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

By: Carol Geyer, Superintendent
Date:


By: Alan Chambers, President
Date: 7/9/20

ATTACHMENT "A"

PROFESSIONAL SERVICES EXPENSE SCHEDULE*

January 1, 2020 through December 31, 2020

A.	PROFESSIONAL SERVICES COMPENSATION RATES	RATE PER HOUR
	ARCHITECT-IN-CHARGE	\$200.00
	PROJECT DIRECTOR	\$175.00
	PROJECT ARCHITECT	\$150.00
	PROJECT MANAGER	\$150.00
	DRAFTER	\$ 95.00
	CLERICAL	\$ 65.00
	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



Mechanical & Energy Consulting Engineers

M/E Systems Engineering, Inc.
9063 Foothills Blvd, Ste 3
Roseville, CA 95747
Ph: (916) 774-6330

**M/E SYSTEMS ENGINEERING
FEE SCHEDULE**

Effective January 1, 2020

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
Technical/Administrative Assistants:	\$75.00/hour

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 \$0.60 per mile.



EDGE Electrical Consulting, Inc.

1801 7th Street, Suite 150, Sacramento, CA 95811
300 27th Street, Suite 201, Oakland, CA 94612
EDGE-eConsulting.com

| 916.256.2460
| 510.775.3836

HOURLY RATE SCHEDULE FOR 2020

Principal	\$ 210.00
Project Manager	\$ 190.00
Engineer	\$ 170.00
Designer	\$ 150.00
REVIT/CADD Operator	\$ 125.00

EXHIBIT "B"
COMPENSATION AND SCHEDULE OF HOURLY BILLING RATES

The Architect's total compensation consists of basic services, additional services and reimbursable expenses as follows:

SEE ATTACHED PROPOSAL FOR ACCEPTED RATES

“EXHIBIT E”

ATTACHMENT "D"
SCOPE OF WORK DESCRIPTION

SEE ATTACHED PROPOSAL FOR PROJECT DESCRIPTION

“EXHIBIT E”

The scope of work shall include the alterations of the existing building Unit E on campus. The work shall include the demolition/removal of the existing Girls Locker room, adjoining shower room, restrooms and offices. The work shall include the installation of a new boys & girls restrooms, classroom, storage room and custodian closet. The upgrade to the existing concrete walks located at the north & south gym entrances along the west side of the building. The work shall include modifications to the existing duct work in the locker room including any structural modifications to accommodate the new classroom. The work shall include removal of an existing wood interior bearing wall & changes to the interior walls including any structural modifications to accommodate the new classroom. The upgrade & new fire alarm devices for the entire north gym building Unit E shall be provided by Voltage Specialists. The duration of this contract shall be from July 17, 2020 through an approximate completion of April 30, 2021. The compensation for this project shall be on a fixed fee basis. See attached fixed fee schedule below:

ESS Environmental

5716 Folsom Blvd.,/PMB #146 • Sacramento, CA 95819 • (916) 383-6642 • ess_environmental@yahoo.com

July 31st, 2020

George Parker
Capital Projects Manager
Pierce Joint Unified School District
P.O. Box 239
Arbuckle, CA 95912

Inv. # 5173
Job #5283.20

Re: Invoice for labor and laboratory fees to provide asbestos bulk and lead paint sampling in preparation for planned renovation work within selected areas of the Girls Locker Room within the Old Gymnasium Building located on the grounds of Pierce High School located at 960 Wildwood Rd., Arbuckle CA.

Labor: 14 hrs. @ \$75.00 per hr. \$1,050.00

Laboratory Fees:

Asbestos: Polarized Light Microscopy
27 PLM Bulk Samples @ \$ 25.00 ea. \$ 675.00

Note: There were only a total of 24 asbestos samples taken for this survey however the laboratory charges by layer therefore the total number of layers analyzed was 27.

Asbestos: 400 Point Count Analysis
7 400 Point Count Samples @ \$30.00 ea. \$ 210.00

Lead: Flame AA Analysis
19 Paint Chip/Ceramic Tile Samples @ \$25.00 ea. \$ 475.00

Total Amount Due: \$2,410.00

PIERCE JOINT UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of September 22, 2020 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and Sierra Asphalt 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 October 30, 2020 (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 - \$95,585 Paid from Deferred Maintenance Account Fund

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Ninety-Five Thousand Five Hundred Eighty-five ----- Dollars (\$95,585.00)

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 6th Street
Arbuckle, CA 95912

To the Provider:

Attn: Tim Carver

Sierra Asphalt Inc.
37755 Omec Circle, Unit 2
Rancho Cordova, CA 95742

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:

SIERRA ASPHALT INC.

By: _____

Name and Title: Tim Carver, Vice President

APPENDIX A

SCOPE OF SERVICES

Scope of work includes the removal of approximately 22,050 SQ. FT of existing AC Pavement and other adjoining soils to Johnson Junior High School's southern hard court areas per attached sketch. Install 3" new AC pavement (1/2" PG64-10) and any Class II base material to re-establish existing grades. All AC grindings shall be transported to the adjoining campus and spread uniformly, compacted to establish a loop access road on the east side of the PHS locker room. Restoration of existing play court striping is also part of this scope. Additional scope details are described in the attached cost proposal dated 9/18/2020 prepared by Sierra Asphalt Inc.

3755 Omece Circle, Unit 2
 Rancho Cordova
 California, 95742

Phone (916) 635-9898
 Fax (916) 635-3509

Sierra Asphalt Inc

--General Engineering Contractor--

CA Lic. #457414 Cert. Small Business #00011599 Public Works Contractor #1000001305

PROPOSAL DATE: 09/18/2020

PREPARED BY: Tim Carver

This proposal is prepared for	Project / Property
George Parker Director of Facilities, Maint. & Operations Pierce Joint Unified School District	Lloyd Johnson Junior High 938 Wildwood Road Arbuckle, CA

We proposed to furnish all material, equipment, and perform all labor necessary to complete the following

Quantity	Description	Price
+22,050 SF	Asphalt Repairs Remove existing asphalt pavement up to a depth of 3". Fine grade and roll to compact existing base rock. Includes up to 100 tons new AB. Furnish and install 1/2" PG64-10 hot mixed asphalt to a compacted depth of 3".	
+1,545 SF	Expand Paving Area Near Proposed Shade Structure Perform necessary excavation of existing soils to establish sub-grade topography, excess soils to be stockpiled onsite. Create as swale to existing drain inlet. Furnish and install 3/4" Class II aggregate base rock to a compacted depth of 6". Furnish and install 1/2" PG64-10 hot mixed asphalt to a compacted depth of 3".	
1 LS	Re-Stripe Layout and re-stripe all pavement markings as existing using two coats of paint.	
Total Base Bid		\$89,142.00

Quantity	Option 1 Description	Price
1 LS	Keep Asphalt Grindings Onsite Dump, spread, grade and compact asphalt grindings creating a loop road around the locker rooms.	\$6,443.00
Total Base Bid with Option 1		\$95,585.00

EXCLUSIONS:

- Cost of bonds.
- All permits and fees.
- Compaction and materials testing.
- Surveying, engineering, or staking.
- Installation, maintenance or removal of any erosion control/storm water pollution control materials.
- Temporary fencing.
- Removal, relocation, or repair of all underground obstructions and utilities.

PROPOSAL

Sierra Asphalt Inc



- Over-excavation and replacement of wet or otherwise unsuitable sub-grade materials.
- Soil sterilant and prime coat.
- Adjusting any utility boxes or covers to grade.
- Headerboard.
- Sealcoat.
- Landscape or irrigation repairs.

CONDITIONS:

- One mobilization is included in this proposal. Phasing or splitting of work will be additional.
- All work to be scheduled Monday through Friday during normal business hours. All schedules are weather permitting.
- Customer to shut off landscape irrigation prior to start of work.
- Customer to provide and pay for suitable construction water at the work location.
- Customer is responsible to clear all obstructions from areas of work ahead of agreed upon schedule.
- Sierra Asphalt will notify USA to mark member underground utilities. Customer shall ensure any private underground utilities are marked. Sierra Asphalt shall protect marked utilities and shall be responsible for any damage to marked underground utilities. Sierra Asphalt will not be responsible for damage done to unmarked underground utilities. If concealed underground utilities which are not shown on plans are discovered and necessitate additional work to locate, protect, relocate, or require changing the means and methods of construction, the parties shall negotiate in good faith an appropriate adjustment to the Contract Price.
- Sierra Asphalt Inc. is a non-union company and will not agree to sign, be bound to, or comply with any collective bargaining agreements.
- Asphalt material prices are volatile and fluctuate regularly based on market oil prices. This proposal is based on asphalt material prices on the date of this proposal. If the cost of asphalt material has increased at the time the paving work is scheduled to be performed then Sierra Asphalt will notify the Customer in writing prior to paving to request an adjustment for the asphalt material cost increase and provide appropriate documentation. Customer may agree to the requested adjustment or may cancel any remaining contract work without penalty. If the Customer does not agree to the requested adjustment, Sierra Asphalt may cancel any remaining contract work without penalty. If either party elects to cancel remaining contract work, Sierra Asphalt shall be entitled to recover payment for all work satisfactorily performed prior to paving, including reasonable overhead and profit for same.
- Prior to commencement of work a contract containing terms mutually agreeable to both parties shall be prepared and executed. The Contents of this proposal document shall be inserted electronically or physically attached to become an integral part of the contract. In the event of any inconsistency between any such contract and this proposal, the terms of this proposal shall prevail.

LEGEND

- B314 T.C. NEW FINISH GRADE
- EASTING FINISH GRADE
- T.C. TOP OF CONC.
- G GRADE
- TP. TOP OF PAINT
- INV. INVERT
- GATE @ DI

GENERAL NOTES

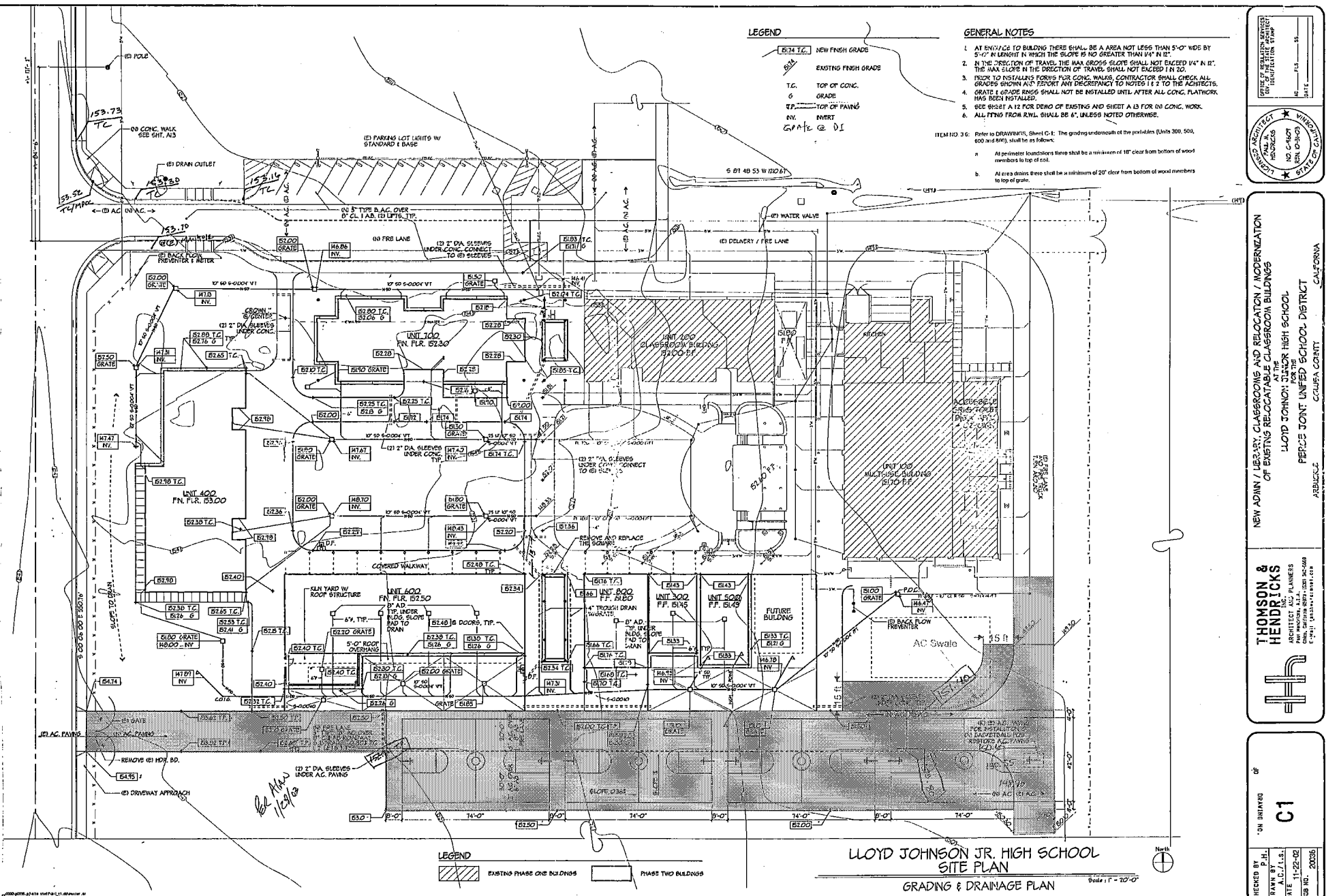
1. AT ENTRANCE TO BUILDING THERE SHALL BE AN AREA NOT LESS THAN 5'-0" WIDE BY 5'-0" IN LENGTH IN WHICH THE SLOPE IS NO GREATER THAN 1/4" IN 12".
 2. IN THE DIRECTION OF TRAVEL THE MAX GROSS SLOPE SHALL NOT EXCEED 1/4" IN 12". THE MAX SLOPE IN THE DIRECTION OF TRAVEL SHALL NOT EXCEED 1 IN 20.
 3. PRIOR TO INSTALLING FORMS FOR CONC. WALKS, CONTRACTOR SHALL CHECK ALL GRADES SHOWN AND REPORT ANY DISCREPANCY TO NOTES 1 & 2 TO THE ARCHITECT.
 4. GRATE & GRADE RINGS SHALL NOT BE INSTALLED UNTIL AFTER ALL CONC. PLATWORK HAS BEEN INSTALLED.
 5. SEE SHEET A-12 FOR DEMO OF EXISTING AND SHEET A-13 FOR IN CONC. WORK.
 6. ALL FINING FROM RWL SHALL BE 6", UNLESS NOTED OTHERWISE.
- ITEM NO. 3.6: Refer to DRAWINGS, Sheet C-1. The grading underneath of the pavilions (Units 300, 500, 600 and 800), shall be as follows:
- a. All perimeter foundations there shall be a minimum of 10" clear from bottom of wood members to top of soil.
 - b. All cross drains there shall be a minimum of 20" clear from bottom of wood members to top of grate.

SEAL OF THE ARCHITECT
 ARCHITECT
 P. H. THOMSON & HENDRICKS
 1120 N. UNIVERSITY BLVD.
 SUITE 100
 ANN ARBOR, MI 48106
 REGISTERED PROFESSIONAL ARCHITECT
 STATE OF CALIFORNIA

NEW ADMIN / LIBRARY, CLASSROOMS AND RELOCATION / MODERNIZATION
 OF EXISTING RELOCATABLE CLASSROOM BUILDINGS
 AT THE
 LLOYD JOHNSON JR. HIGH SCHOOL
 FOR THE
 PIERCE JOINT UNIFIED SCHOOL DISTRICT
 CALIFORNIA

THOMSON & HENDRICKS
 ARCHITECTS INC.
 1120 N. UNIVERSITY BLVD.
 SUITE 100
 ANN ARBOR, MI 48106
 REGISTERED PROFESSIONAL ARCHITECTS
 STATE OF CALIFORNIA

CHECKED BY: [Signature]
 P.H.
 DRAWN BY: [Signature]
 A.U.T./L.S.
 DATE: 11-22-02
 JOB NO.: 200205



LEGEND

- EXISTING PHASE ONE BUILDINGS
- PHASE TWO BUILDINGS

**LLOYD JOHNSON JR. HIGH SCHOOL
 SITE PLAN**

GRADING & DRAINAGE PLAN




Scale: 1" = 20'-0"

11/22/02 11:22 AM P.H. THOMSON & HENDRICKS ARCHITECTS INC. 1120 N. UNIVERSITY BLVD. SUITE 100 ANN ARBOR, MI 48106

PIERCE HS - Gym

960 Wildwood Rd.
Arbuckle CA 95912

Legend

 Pierce High School

Wildwood Rd

High School Rd

Google Earth

©2018 Google



200 ft



PIERCE JOINT UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of August 28, 2020 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and C&R Concrete Construction, 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 September 8, 2020 (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. ** The Sept. 8, 2020 date will be met to conclude project contingent on concrete availability due to current concrete shortage. * M.C.*

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 - \$ 5,690.00 Paid from Deferred Maintenance Account

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Five Thousand Six Hundred Ninty ----- Dollars (\$ 5,690.00)

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~~ ^{M.C.} 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: Pierce Joint Unified School District
540A 6th Street
Arbuckle, CA 95912
Attn: Daena Meras,
Chief Business Official

To the Provider: C&R Concrete Construction, Inc.
Attn: Rafael Castrejon Reynoso 11104 State Hwy 113
Woodland, CA 95776

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:

C&R Concrete Construction, Inc.

By: 

Name and Title: Rafael Castrejon Reynoso
CEO/President

APPENDIX A

SCOPE OF SERVICES

(attached)

At Arbuckle Elementary School, provide all equipment, labor and materials to clear and grub approximately 180 SQ. FT. of existing soil and plants for a new 12'x15' 3000 psi 4" thick PCC pad for future outdoor freezer box. Work shall include the haul off (to PHS stockpile area) all over excavated materials necessary to install new concrete pad. PCC slab shall have reinforcing rebar (#3) at 24" O.C. each way with tooled expansion joints as necessary. Scope is as indicated on C&R's proposal dated August 26, 2020.

August 26, 2020

ESTIMATE#: E20521

11104 State Hwy 113 Woodland CA 95776

Cell: (916)849-9705 Fax:(530)405-1532

Email: candrconcrete@yahoo.com

Lic. 919895

C&R
CONCRETE



TO: George Parker

PROJECT LOCATION: Arbuttle Middle School, Arbuttle, CA

PROJECT DESCRIPTION:

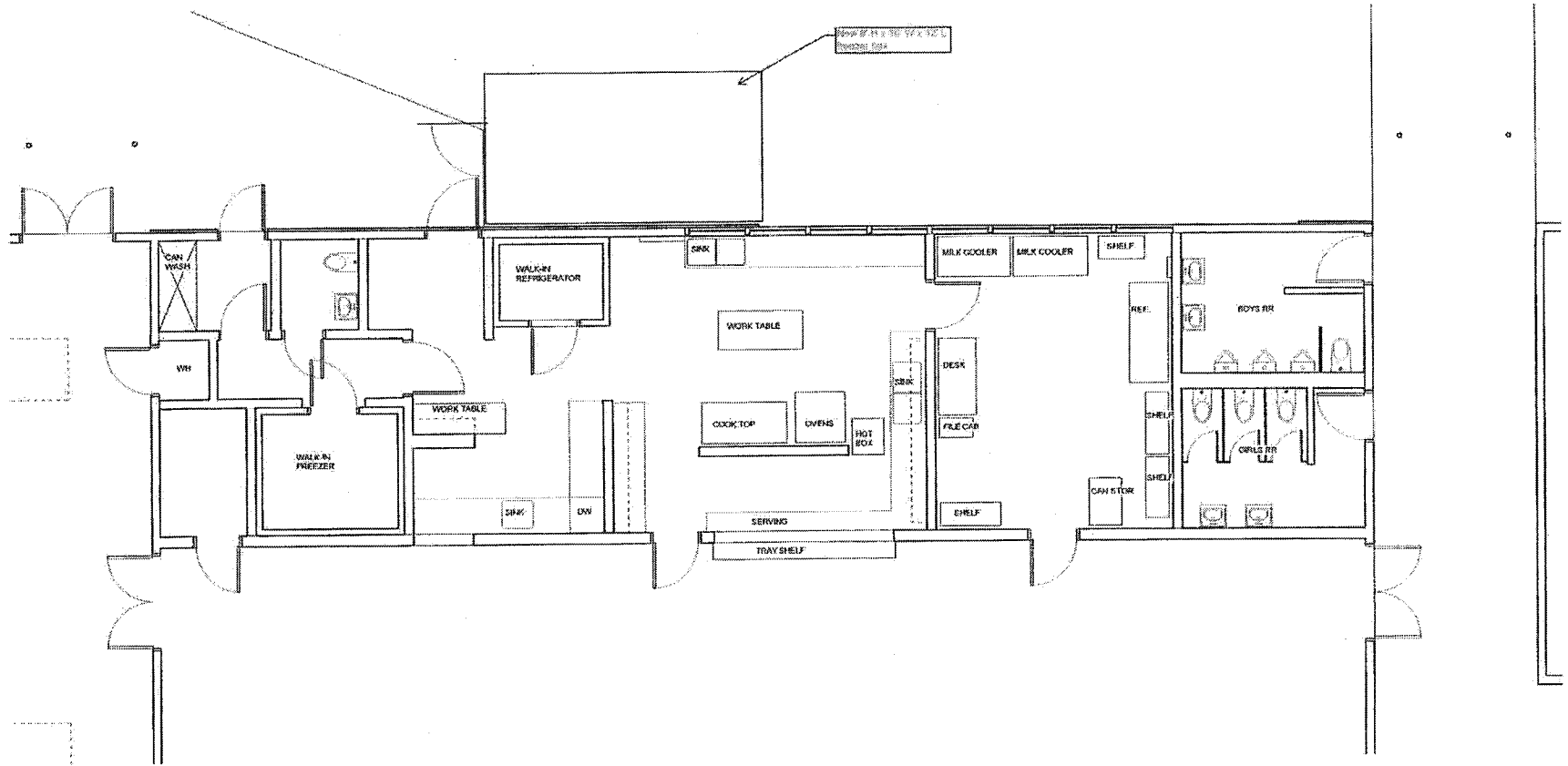
12'x15' Slab with #3 rebar 24" on center each way
4" concrete, 4" rock, 6" deep edge
Dig to accommodate 4" of rock and 4" of concrete

\$5,690.00

Based on Prevailing Wage

SCOPE OF WORK: Line out, set forms, tie rebar, dig, grading, pour 3000 psi mix

EXCLUSIONS: Permits, bonds, testing, weekend or night work, traffic control, bolts, washout bins, joint sealants, caulking, colored or stained concrete, any and all landscape repair, utility lines, water lines, etc



2 EXISTING FLOOR PLAN
1/4" = 1'-0"

Pierce Joint Unified School

District

Business Department
 PO Box 280//540-A 6th Street
 Arbuckle, CA 95912

(530) 476-2892 FAX (530) 476-2289
 adorantes@pierce.k12.ca.us

PURCHASE ORDER
 NO: PO21-00116
 DATE 08/31/2020

SHIP TO:

Pierce Joint Unified
 P.O. Box 280 540-A 6th Street
 Arbuckle, CA 95912

ORDERED FROM:

C&R CONCRETE CONSTRUCTION, INC
 11104 STATE HWY 113
 WOODLAND, CA 95776

FAX:

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES and enclose PACKING LIST with ALL shipments.
2. Purchase order number must appear on packing slips, invoices, packages, and correspondence relating to this order.
3. No deviation in PRICE or SUBSTITUTION permitted without notice and acceptance prior to shipment.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

ORDER LOCATION				REQUISITIONER	REQUISITION #
000 - Pierce Joint Unified				George Parker	R21-00125
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
					E20521
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	1	LS	Install 12'x15' Concrete Slab at AES	5,690.00	\$5,690.00
			Order Sub-Total		\$5,690.00
			Sales Tax		.00
			Shipping		.00
			Adjustment		.00
			Order Total		\$5,690.00
			ACCOUNT DISTRIBUTION	AMOUNT	
			(002106) 01-0620-0-5800-0000-8100-000-9408-0000	\$5,690.00	



August 26, 2020

ESTIMATE#: E20521

11104 State Hwy 113 Woodland CA 95776

Cell: (916)849-9705 Fax: (530)405-1532

Email: candrconcrete@yahoo.com

Lic. 919895

C&R
CONCRETE



TO: George Parker

PROJECT LOCATION: Arbuckle Middle School, Arbuckle, CA

PROJECT DESCRIPTION:

12'x15' Slab with #3 rebar 24" on center each way
4" concrete, 4" rock, 6" deep edge
Dig to accommodate 4" of rock and 4" of concrete

\$5,690.00

Based on Prevailing Wage

SCOPE OF WORK: Line out, set forms, tie rebar, dig, grading, pour 3000 psi mix

EXCLUSIONS: Permits, bonds, testing, weekend or night work, traffic control, bolts, washout bins, joint sealants, caulking, colored or stained concrete, any and all landscape repair, utility lines, water lines, etc



POLAR KING

INTERNATIONAL, INC.

PROPOSAL

George Parker
Pierce Joint USD
701 Hall Street
Arbuckle, CA 95912

7/31/2020
Proposal Number: 31490.1

Model Number: M1012 Freezer 0°F

Installation: Free Standing

Standard Equipment:

25 Year Insulation Warranty
12 Year Structural Warranty
5 Year Compressor Warranty
208-230/1/60 Refrigeration System
Anti-Microbial Interior Finish
Condensate Line
Crowned Roof
Defrost Timer
Door Closer/Door Sweep Seal
Exterior Hasp Lock
Heated Door Jamb
Heated Relief Port on Freezer
Heated Door on -10° Freezer
Interior Lighting
Lockable Door Latch
Low Ambient Pressure Controls
Magnetic Gasket/Heated Door Jamb
Pre-charged Refrigerant
Rain Cap Above Exterior Doors
Seamless Fiberglass Interior/Exterior
Single Point Electrical Connection

Included Optional Equipment:

1 Vinyl Strip Door
1 Exterior Door Ramp
1 Aluminum Diamond Tread Kick Plate
1 Hurricane Tie Down Kit (to be installed on site by others at purchases expense)
1 3/4" OSB Floor

Color Choices (choose one):

_____ safety white
_____ light grey
_____ beige
 dunes tan *9/21*

Or choose a palette number from one of the following manufacturers.

ICI/Glidden # _____
Benjamin Moore # _____
Sherwin Williams # _____



PRICING/DELIVERY

Freight To: Arbuckle, CA

Approximate Delivery: 9 Weeks
Payment Terms: 50% Down; NET 30

Unit Price :	\$	23,907.53
Shelving Cost (Installed) :	\$	Not Included
*Estimated Sales Tax EXEMPT :	\$	0.00
**Shipping/Set-In-Place :	\$	5,673.00
Total Price :	\$	29,580.53

See Attached Polar King Conditions of Sale

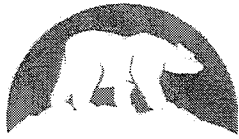
This Proposal Valid For 60 Days

An Authorized Representative Shall Initial Page 1 of this Proposal and Sign Page 2 of this Proposal.

* Applicable taxes are estimated - see attached Conditions of Sale - Taxes

** Subject to change - see attached Conditions of Sale - Delivery

initial: *GP*



POLAR KING INTERNATIONAL, INC.

Polar King Walk-In Conditions of Sale

Proposal Number: 31490.1

GENERAL. Acceptance of this Proposal is expressly conditioned upon Buyer's assent to the Polar King International, Inc. (PKI) Conditions of Sale as set forth below and this Proposal may not be assigned. PKI agrees to furnish the equipment and services only upon these conditions. The Proposal and the following conditions shall constitute the entire agreement between PKI and Buyer, notwithstanding the terms and conditions of any purchase order of the Buyer. Any changes to this Proposal or to the Conditions of Sale shall be reduced to writing and agreed to by PKI and Buyer.

DELIVERY. All equipment manufactured, assembled or warehoused in the continental United States is delivered F.O.B. shipping point. Where the scheduled delivery of equipment is delayed by Buyer or by Force Majeure, PKI may deliver the equipment by moving it to storage for the account of and at the risk of Buyer. Shipping dates are based upon prompt receipt of all necessary information and approvals from Buyer. All delivery dates are approximate. Claims for shortages or other errors in delivery must be made in writing to PKI within ten days of delivery. Buyer will be responsible for providing clear access to delivery site for Polar King to unload and set-the-equipment in place. Buyer shall be responsible for additional permitting costs if shipment is delayed or rescheduled by the Buyer. Set in Place fees are included in this Proposal. Delivery site conditions may require additional charges for which PKI, after consulting with Buyer, may require a Change Order to be executed prior to shipment.

PAYMENT - TITLE. Except as set forth in the proposal for this order or otherwise agreed to by PKI in writing, payment terms are net 30 days from date of shipment. If Buyer delays delivery, payment shall become due on the date PKI is prepared to ship. If payments are not made when due, Buyer shall pay a late charge equal to 1 1/2% per month (18% per annum) on all such overdue amounts. Buyer shall pay attorney fees and court costs incurred by PKI in collection of overdue payments. Title to the equipment sold shall remain with PKI until fully paid for in cash.

FORCE MAJEURE. PKI shall not be liable for loss, damage, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strikes, floods, tornados, earthquakes, hurricanes, war, terrorism, sabotage, labor difficulties, act or omission of any governmental authority, compliance with import or export regulations, insurrection, riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or from delays in the performance of its suppliers due to any of the foregoing causes. In the event of delay due to any such cause, the time for performance will be extended by a period of time equal to the time lost by reason of such delay and other affected contract provisions shall be equitably adjusted.

EQUIPMENT WARRANTY. The foregoing warranties apply only to the original equipment Buyer. PKI warrants the internal foam insulation for walk-in coolers and freezers to be free of defects in both the materials and workmanship for a period of twenty-five (25) years from the date of delivery. This warranty covers only the replacement materials and labor. PKI warrants the structural integrity for walk-in coolers and freezers for a period of twelve (12) years from the date of delivery of the unit. This covers the structure, roof, doors, interior and exterior surfaces and frame to be free of both defects in material and workmanship. This warranty covers only the replacement materials and labor. PKI warrants the refrigeration system and miscellaneous components for walk-in coolers and freezers for the period of one (1) year from the date of delivery of the unit. This covers the motors, compressors, condensers, evaporators, controls, electrical components, valves and piping attached and installed by PKI to be free of both defects in material and workmanship. This warranty covers only replacement materials and labor. PKI warrants the compressor for an extended additional period of four (4) years after the expiration of the (1) year compressor warranty discussed above. This extended additional warranty shall be limited to replacement of the compressor by PKI. The PKI obligation to pay for replacement shall never exceed the wholesale exchanged price for a like compressor that might be purchased locally. This extended additional warranty does not cover or include any cost or expense for refrigerant or labor. This warranty is non-assignable. This warranty is in lieu of all other warranties expressed or implied and does not apply to equipment damage, malfunctions attributed to normal wear and tear, accidents, improper installation, abuse, misuse, flood, fire, war, nuclear contamination, improper and/or unauthorized repairs, negligence, or any casualty unforeseen other than an operating defect or failure within the warranty period. PKI's obligation hereunder shall be limited to the current PKI cost to repair or replace any item. In no event shall PKI be liable for any direct, indirect, or consequential damages for loss due to the defects warranted herein including, but not limited to, the loss of contents stored within the unit, lost profits or revenues. This warranty does not cover any products installed outside of the contiguous United States. All warranty service claims made must be made in accordance with the PKI's "Warranty Work Policy".

LIMITATIONS OF LIABILITY. In no event shall PKI or its suppliers be liable, whether arising under performance of this contract, breach of this contract, or otherwise, for loss of anticipated profits, loss by reason of service interruptions, product loss, cost of money, loss of use of capital or revenue, or for any special, incidental or consequential loss or damage. PKI's liability on any claim of any kind, including negligence or strict liability, for any loss or damage arising out of, or resulting from this contract, or from its performance or breach, or from the manufacture, sale, delivery, resale, installation, startup or inspection, repair, operation, or use of any equipment covered by or furnished under this contract shall in no case exceed the purchase price allocable to the equipment, part, or service which gives rise to the claim. In no event, regardless of cause, shall PKI assume responsibility for or be liable for penalties or penalty clauses of any kind or for indemnification of customer or others for costs, damages, or expenses each arising out of or related to the goods or services of this order.

TAXES. The Unit Price does not include any federal, state or local property, sales, use, excise, gross receipts, franchise, or other like taxes which may now or hereafter be applicable to the Buyer for this sale. PKI has estimated the sales taxes for this transaction on the Proposal and is required by law to collect these taxes, if applicable, unless the Buyer supplies PKI with an exemption certificate. Buyer agrees to pay or reimburse any such taxes which PKI or its suppliers are required to pay or collect in the event the estimated sales tax is deficient.

PROPRIETARY INFORMATION - CONFIDENTIALITY. Any specifications, design, drawings, plans, notes, technical data or other information of PKI submitted to the Buyer remain the exclusive property of PKI and may not, without its consent, be copied or communicated to a third party.

CANCELLATION. Any order or contract may be terminated by Buyer only upon written notice and payment of reasonable and proper termination charges, including but not limited to all costs identified to the order or contract incurred up to the later of the date of the notice or PKI's receipt of the notice of termination and all charges incurred by PKI in respect to the termination, plus 10% of the final net selling price.

PARTIAL INVALIDITY. If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions or portion thereof, but these Conditions of Sale shall be construed as if such invalid or unenforceable provision or portion thereof had never been contained herein.

CHOICE OF LAW. The laws of the State of ^{California} shall govern this agreement.

INVENTIONS, PATENTS, TRADEMARKS, COPYRIGHTS. PKI warrants that the equipment purchased hereunder shall be delivered free of rightful claims for infringement of any United States patent or trademark, provided however that where equipment is manufactured from patterns, plans, drawings or specifications furnished by Buyer. All right, title and interest in any inventions, developments, improvements or modifications of or for equipment or services furnished to the Buyer shall remain with PKI unless otherwise agreed to in writing between the parties.

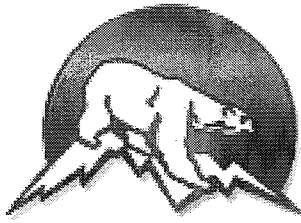
Signature: _____

Signature: 

Date: 8/21/2020

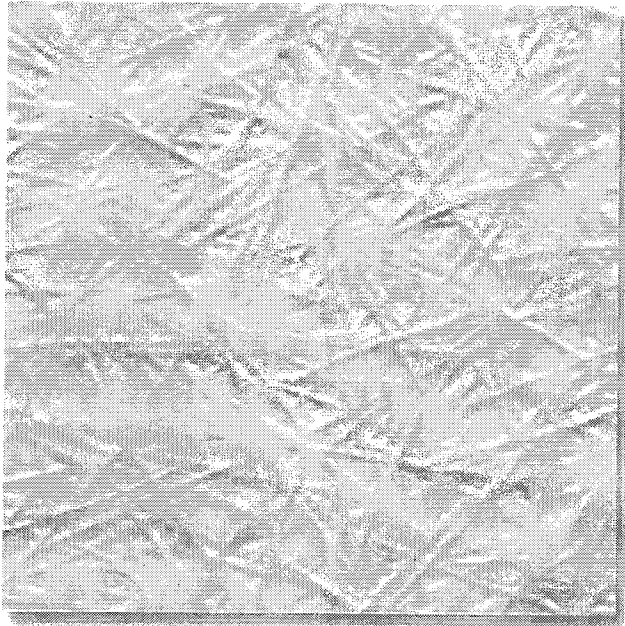
Patrick Smith

George Parker

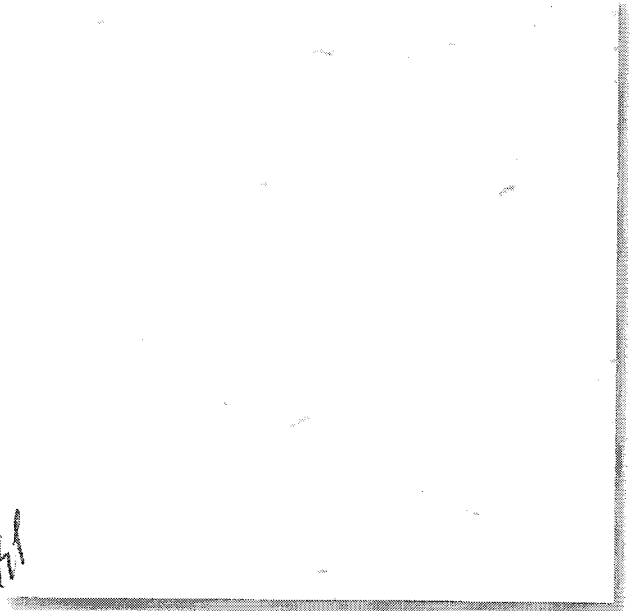


Polar King
INTERNATIONAL, INC.

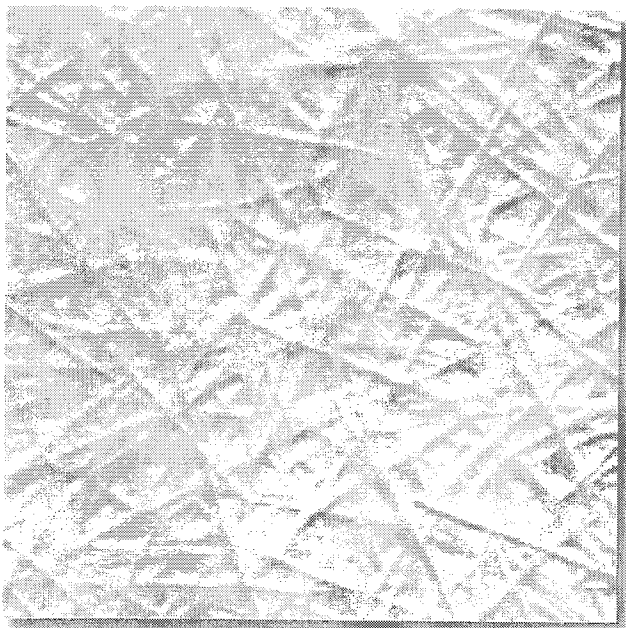
STOCK COLORS



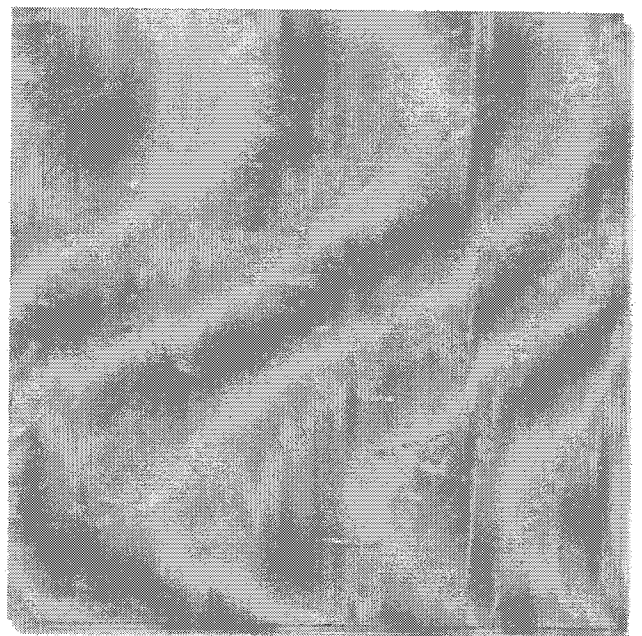
BEIGE



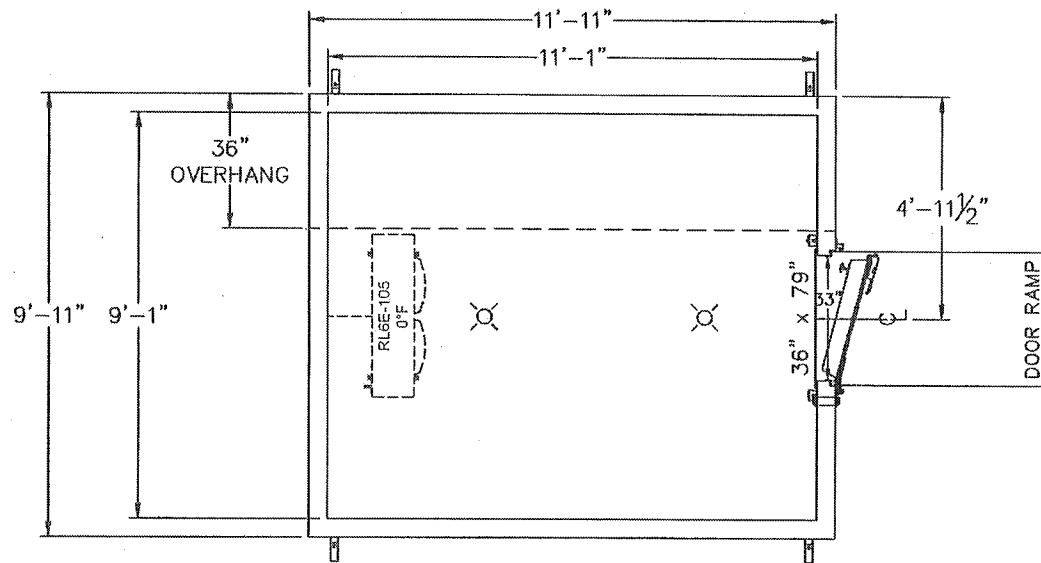
SAFETY WHITE



LIGHT GRAY



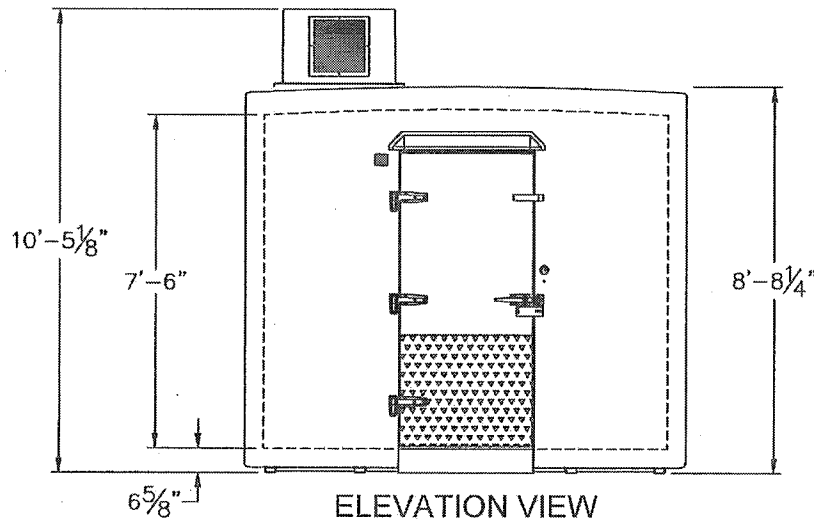
DUNES TAN



PLAN VIEW

ROOM TEMP.:
0°F
 INTERIOR AREA:
101 sq. ft.
 HORSEPOWER:
2.25 hp.
 REFRIGERANT:
R-448A
 ELEC. SUPPLY
115/208-230
 PHASE:
Single
 CYCLE:
60 hz.
 AMPERAGE:
26.4 MCA

- 5" WALLS
- 6" CROWNED ROOF
- 3/4" KEG DUTY FLOOR
- STRIP CURTAINS
- KICK PLATE
- (4) ANCHORS
- EXTERIOR RAMP
- D-RING



ELEVATION VIEW

DRAWING APPROVAL

PLEASE INDICATE YOUR APPROVAL OF THIS DESIGN, THE DIMENSIONS, DOOR LOCATION/SWING, ELECTRICAL REQUIREMENTS, AND EQUIPMENT LOCATIONS BY SIGNING BELOW AND RETURNING TO POLAR KING.

DATE: 8/21/20 BY: *[Signature]*

PSUSD

Pierce Joint USD

Arbuckle, California

DRAWN BY: RLM	MODEL NO.: M1012	SCALE: 1/4" = 1'	DATE: 7/31/20
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DRAWING NAME:
Pierce Joint USD M1012 Arbuckle CA



POLAR KING
INTERNATIONAL, INC.

FORT WAYNE, INDIANA 1-800-752-7178

THE REFRIGERATION SYSTEM SHOWN IS DESIGNED TO MAINTAIN INDICATED TEMPERATURE IF PRODUCT ENTERS WITHIN 10°F OF FINAL HOLDING TEMPERATURE. PLEASE CONTACT YOUR SALES REP IF INCOMING PRODUCT WILL BE ENTERING AT HIGHER TEMPERATURES. REFRIGERATION DESIGN IS SUBJECT TO CHANGE FOR IMPROVEMENTS. ALL DIMENSIONS ARE NOMINAL. FINAL DIMENSIONS WILL BE ±1 INCH OF DRAWING DIMENSIONS. CONTACT YOUR SALES REP IF TIGHTER TOLERANCES ARE REQUIRED.

PIERCE JOINT UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of October 5, 2020 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and Synthesis Partners, LLC, a CA Licensed Architecture Firm ("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 April 2, 2021 (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 NOT TO EXCEED \$18,000.00

Design and Construction Administration Fees to be paid from Restricted Capital Improvement Funds relating to COVID -19 Facilities Needs.

In consideration for all Services to be performed by Provider, the District agrees to pay Provider **EIGHTEEN THOUSAND**-----Dollars (**\$18,000.00**)

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 6th Street
Arbuckle, CA 95912

To the Provider:

Attn: Gary Underhill, Pres.

Synthesis Partners, LLC
P.O. Box 1900
Yuba City, CA 95992

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:

SYNTHESIS PARTNERS, LLC

By: _____

Gary M. Underhill

Digitally signed by Gary M. Underhill
DN: c=US, E=gary@spno-tech.com, O=Synthesis
Partners, LLC, CN=Gary M. Underhill
Date: 2020.10.05 13:12:06-07'00'

Name and Title: Gary M. Underhill, President

APPENDIX A
SCOPE OF SERVICES

Scope of services are as follows;

Prepare and submit for CA State Architect (DSA) approval all required construction drawings, project specifications and any other related correspondence in accordance with CCR Title 24, Part 1 & 2 for structures on school sites. The project consist of the fabrication and installation of (2) ICON Metal Shade Structures (DSARG40x60-10M-P4) on Arbuckle ES & Johnson Jr, HS. Shade Structure engineering & design will be provided by Park Planet and shall be coordinated by the Architect of Record (AOR), Synthesis Partners, LLC. Geotechnical reports and findings will be provided by Terracon Consultants and shall be responsible to provide necessary soil information for structural design engineering. More details regarding AOR scope of services are identified on their cost proposal of services dated October 1, 2020 (Project No. 20-P03-03).



CONTRACT BETWEEN OWNER AND ARCHITECT

AGREEMENT made this 1st day of October in the year 2020 in Yuba City, California.

BETWEEN the Architect:

Synthesis Partners, LLC (SPLLC)
PO Box 1900
Yuba City, CA 95992
T: 530.298.7298
E: gary@spinc-arch.com
Gary M. Underhill, President

and the Owner:

Pierce Joint Unified School District
PO Box 239
Arbuckle, CA 95912
T: 530.476.2892
E: cgeyer@pierce.k12.ca.us
Carol Geyer, Superintendent

For the following Project: (SPLLC Project No. 20-P03-03)

Arbuckle Elementary School and Johnson Junior High School – New Shade Structures

701 Hall Street, Arbuckle, CA 95912 and 938 Wildwood Road, Arbuckle, CA 95912

The project will consist of the installation of 2 – 40x64 shade structures, one at each school site.

- It is assumed the accessible parking, accessible path of travel, and accessible restrooms at each site are compliant to the 2016 CBC.
- It is assumed the shade structure manufacturer will provide the district with a current DSA approved PC set of plans and specifications for the shade structures on this project.

The scope of professional design services Synthesis Partners, LLC will be providing consist of:

- Preparation of construction documents including drawings and written specifications (on drawings)
- Obtaining DSA approval for the project
- Provide feedback to district during bidding process
- Performing construction administration services during the construction period

Professional Design and Engineering Team:

- Architect – Synthesis Partners, LLC
- Project Cost Estimator – George Parker, PJUSD

Summary of Services:

The design and engineering team shall provide professional design and documentation services to include the following:

Phase I – Pre-Design (PD) – Phase IV – Design Development (DD) NO SCOPE

Phase V – Construction Documents (CD)

- CD Administration & Team Meetings
 - Client Meeting

CONTRACT BETWEEN OWNER AND ARCHITECT

Pierce Joint Unified School District

AES & JJHS Shade Structures

Project Number – 20-P03-03

- Site Visit to verify existing conditions
- CD Documentation
 - Overall Site Plan – Identify and define location of new shade structures and associated site work. Identify location of accessible parking stalls, accessible path of travel, and accessible restrooms compliant with the 2016 CBC.
 - Identify source, pathway (conduit and conductor size), and location of new lighting and switches.
 - Coordinate and assemble sets for submittal to DSA Sacramento

Phase V – Agency Review/Approval (AR)

- AR Administration
- AR Obtain approval from DSA

Phase VI – Bidding Process (BP)

- BP Prepare bid documents
- BP Assist district as requested

Phase VII – Construction Administration (CA)

- CA Administration
 - Attendance of project meetings as needed
- CA Documentation
 - Assist district with releasing notice to proceed
 - Prepare Progress Reports, Submittal Logs, RFI's & AIB's
 - Prepare CCD's for review and approval by DSA
- CA Review
 - Submittals
 - RFI's and respond as needed
- CA Prepare Punch List
 - Site visit to prepare punch list
 - Sign off punch list

Phase VIII – Post Construction (PC)

- PC Administration & Documentation
 - Assist district with filing Closeout documentation and Certification by DSA

Summary of Owner's Responsibilities:

- Directly pay for all local and state agency fees associated with this project.
- Directly pay for the services of a testing lab for any specific tests required for this project.
- Hire an underground locator service to identify the location of all underground utilities within the area of work and at the point of connection to existing systems, if needed.
- A reference copy of the existing campus and building plans – both hardcopy and CAD files (if exists).
- Hazmat report.
- Selection of the General Contractor; administration of all documentation (contracts, bonds, insurance, certified payroll, payments, lien releases, etc.)
- File any applications for state funding with OPSC and CDE.
- Intrusion Alarm System, if desired by owner

Fees for AE Services	
Basic services, a stipulated sum of Eighteen Dollars	\$ 18,000
▪ Architectural & Engineering Design and Construction Documentation	\$ 17,800
▪ Deliverables – Printing, Plotting, Reprographics, and Deliveries (Includes all plan sets through DSA approval, none included for bidding or CA)	\$ 200

Payment Schedule	
Synthesis Partners, LLC will invoice Owner on a monthly basis by the project phases as follows (Hourly CA services will be billed separately) :	\$ 18,000
▪ Phase V – Construction Documents (63%)	\$ 11,340
▪ Phase V – DSA Submittal/Approval (10%)	\$ 1,800
▪ Phase VI – Bidding (5%)	\$ 900
▪ Phase VII – Construction Administration (20%) Billed Hourly with an estimated NTE fee	\$ 3,600
▪ Phase VIII – Closeout (2%)	\$ 360

Additional Scope:

If, at the written request of the Owner, Synthesis Partners, LLC. is authorized to complete other additional work beyond the scope listed above, that work will be completed on a time and materials basis, invoiced monthly as time is expended, at the following hourly rates;

Principal Architect:	\$225.00/Hr	Project Engineer:	\$175.00/Hr
Project Architect:	\$175.00/Hr	Project Manager:	\$150.00/Hr
Interior Designer:	\$125.00/Hr	Project Coordinator:	\$100.00/Hr
Graphics Presentations:	\$100.00/Hr	Drafter:	\$90.00/Hr
Office Manager:	\$75.00/Hr	Accounting:	\$60.00/Hr
Clerical:	\$50.00/Hr	Public Hearings:	\$300.00/Hr

These rates will be applicable through June 30, 2021 and are subject to change at that time without notice.

Synthesis Partners, LLC

Pierce Joint Unified School District



By: Gary M. Underhill, Partner

By: Carol Geyer, Superintendent

Date: October 1, 2020

Date: _____

CONTRACT BETWEEN OWNER AND ARCHITECT

Pierce Joint Unified School District

AES & JJHS Shade Structures

Project Number – 20-P03-03

Exhibit A – Contract Terms

Client and consultant agree that the following provisions shall be part of their agreement:

1. Invoices: Shall be presented to Client for the above work monthly and are due and payable upon presentation and delinquent twenty (20) days thereafter. Client hereby agrees to pay finance charges of 1.5 percent per month for delinquent accounts.
2. Deliverables: Additional project expenses incurred by SPLLC will be invoiced separately. An administration fee of 15% will be added to all project related expenses paid for by SPLLC and then invoiced to the Client. All printing, plotting, reprographic, CAD file translation, shipping and additional consultant fees not listed in this scope of work is the responsibility of the Client.
3. Changes in Project Scope: If the scope of the project or of the Architect's services is changed materially, the amount of compensation shall be equitably adjusted. All adjustments to scope and compensation shall be described in writing and mutually agreed upon prior to the commencement of any Additional Services.
4. Change Orders & Substitutions: If SPLLC prepares drawings, specifications and other documentation and supporting data, for the processing and approval of Change Orders & Substitutions that are not the result of direct or indirect negligence, errors or omissions on the part of SPLLC, SPLLC shall be given additional compensation for these services.
5. Non-Responsibility: Synthesis Partners, LLC. shall not be responsible for damages and shall not be held in default by reason of events or circumstances beyond SPLLC's reasonable control; or for delays caused by failure of Client or Client's agents to furnish information or to approve or disapprove SPLLC's work promptly, or due to late or slow or faulty performance by Client, Client's consultants, contractors, or governmental agencies, in the performance of acts which are precedent to or concurrent with the performance of SPLLC's services.
6. Site Control: Synthesis Partners, LLC and its personnel shall have no authority or responsibility to exercise control over any construction contractor or other entity in connection with their work or any health or safety precautions associated with the project. Client agrees that its contractor shall be solely responsible for job safety, means and methods, and warrants that this intent shall be made evident in Client's agreement with its contractor. Client also agrees that Client, Synthesis Partners, LLC., and Synthesis Partners, LLC.' consultants shall be indemnified and shall be added as additionally insured entities under the Contractor's General Liability Insurance and Builder's Risk policies.
7. Cost Estimates: In providing opinions of probable construction costs, Client understands that Synthesis Partners, LLC has no control over costs or the price of labor, equipment, materials, or over any contractor's method of pricing, and the opinions of probable construction costs provided by SPLLC are to be made on the basis of SPLLC's qualifications and experience.
8. Instruments of Service: The drawings, specifications, and other documents, including those in electronic form, produced by SPLLC under this agreement are for use solely with respect to the Project. SPLLC shall be deemed to Client of these documents and shall retain all common law, statutory and other reserved rights, including copyright. SPLLC grants to the Client a nonexclusive license to reproduce such SPLLC documents for the purpose of constructing, maintaining or using the Project. Any unauthorized use of SPLLC documents shall be at Client's sole risk without liability to SPLLC.
9. Commence of Work: Actual work will commence upon receipt of this executed document and initial payment, if required.
10. Agreement: Shall be considered void if not executed within thirty (30) days from the date of this document.
11. This agreement shall be binding upon heirs, executors, administrators, successors and assigns of client and consultant.
12. This agreement shall not be assigned by either client or consultant without the prior written consent of the other.
13. This agreement contains the entire agreement between client and consultant relating to the project and the provision of services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
14. Consultant's waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant.
15. If any term, condition, or covenant of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on client and consultant.
16. This agreement shall be governed by and construed in accordance with the laws of the State of California.
17. Consultant shall only act as an advisor in all government relations.
18. All original papers, documents, drawings and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement shall remain the property of consultant and may be used by consultant without the consent of client. Upon request and payment of the costs involved, client is entitled to a copy of all papers, documents and drawings provided client's account is paid current.
19. Client acknowledges that its right to utilize the services and work product provided pursuant to this agreement will continue only so long as client is not in default pursuant to the terms and conditions of this agreement and client has performed all obligations under this agreement. Client further acknowledges that consultant has the unrestricted right to use the services provided pursuant to this agreement as well as all work product provided pursuant to this agreement.
20. Client and consultant agree to cooperate with each other in every way on the project.
21. Upon request, client shall execute and deliver, or cause to be executed and delivered, such additional instruments, documents, governmental fees and charges which are necessary to perform the terms of this agreement.

CONTRACT BETWEEN OWNER AND ARCHITECT

Pierce Joint Unified School District

AES & JJHS Shade Structures

Project Number – 20-P03-03

22. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.
23. Client agrees not to use or permit any person to use plans, drawings, or other work product prepared by consultant, which plans, drawings, or other work product are not final and which are not signed, stamped or sealed by consultant. Client agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by consultant and waives liability against consultant for their use. Client further agrees that final plans, drawings or other work product are for the exclusive use of client and may be used by client only for the project described on the face hereof. Such final plans, drawings or other work product may not be changed nor used on a different project without the written authorization or approval by consultant. If consultant's work product exists in electronic or computerized format, or is transferred in electronic or computerized format, the stamp, seal and signature shall be original and may not be a computer-generated copy, photocopy, or facsimile transmission of the original.
24. Consultant has a right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, client agrees to release consultant from all liability for services performed. In the event all or any portion of the services or work product prepared or partially prepared by consultant be suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by client as extra services.
25. This agreement shall not be construed to alter, affect or waive any lien or stop notice right which consultant may have for the performance of services pursuant to this agreement. Client agrees to separately provide to consultant the present name and address of the record Client of the property on which the project is to be located. Client also agrees to separately provide consultant with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
26. If payment for consultant's services is to be made on behalf of a client by a third-party lender, client agrees that consultant shall not be required to indemnify the third party lender, in the form of an endorsement or otherwise, a condition of receiving payment for services.
27. It is understood that consultant will be paid approximately 10 days after they receive payment from their client. If consultant has not been paid within 30-days after this payment from the district, then client agrees to pay a monthly late payment charge, which will be the lesser of, one and one-half percent (1 ½%) per month or a monthly charge not to exceed the maximum legal rate.
28. Client agrees that the periodic billings from consultant to client are correct, conclusive, and binding on client unless client, within ten (10) days from the date of receipt of such billing, notifies consultant in writing of alleged inaccuracies, discrepancies, or errors in billing.
29. Termination – Suspension: Failure by Client to pay any invoice before it becomes delinquent shall constitute a material breach of this Agreement and shall entitle Synthesis Partners, Inc. to suspend performance of services until such delinquency is cured, so long as such delinquency persists, SPLLC may terminate the agreement upon five days written notice without liability. If the A&E team's scope of work and/or project is suspended more than 60 days, a fee for re-initialization of the project may be charged. This Agreement may be terminated by Synthesis Partners, LLC. or Client by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay Synthesis Partners, LLC. for services and Reimbursable Expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which Synthesis Partners, LLC. is not otherwise compensated.
30. If consultant, pursuant to this agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, and other documents and/or field services are required by one or more government agency, and one or more such government agency changes its ordinances, policies, procedures or requirements after the date of this agreement, any additional office or field services thereby required shall be paid for by client as extra services.
31. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, and other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include construction staking services by consultant for this project, or if subsequent to this agreement client retains other persons or entities to provide such staking services, client acknowledges that such staking services will be performed by others and that client will defend, indemnify, and hold consultant harmless from any and all claims arising from or resulting from the performance of such staking services by other persons or entities except claims cause by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting in clarifications, adjustments, modifications or other changes which may be necessary to reflect changed field or other conditions except claims caused by the sole negligence or willful misconduct of consultant.

CONTRACT BETWEEN OWNER AND ARCHITECT

Pierce Joint Unified School District

AES & JJHS Shade Structures

Project Number – 20-P03-03

32. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, and all other fees, permits, bond premiums, title company charges, and all other charges not specifically covered by the terms of this agreement.
33. Consultant is not responsible for delay caused by activities or factors beyond consultant's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of client to furnish timely information or approve or disapprove of consultant's services or work product promptly, faulty performance by client or other contractors or government agencies. When such delays beyond consultant's reasonable control occur, client agrees consultant is not responsible in damages nor shall be deemed to be in default of this agreement.
34. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including. But not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. The client agrees that it is the responsibility of the client to maintain in good standing all governmental approvals and permits and to apply for any extensions thereof.
35. In the event that client institutes a suit against consultant, either directly by complaint or by way of cross-complaint, including a cross-complaint for indemnity, for alleged negligence, error, omission, or other failure to perform, and it client fails to obtain a judgment in client's favor, the lawsuit is dismissed, or if judgment is rendered for consultant, client agrees to pay consultant all costs of defense, including attorney's fees, expert witness fees, court costs, and any and all other expenses of defense. Client agrees such payments shall be made immediately following dismissal of the case or upon entry of judgment.
36. If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, which fees may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which he may be entitled.
37. Client agrees that in the event client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which consultant's principle place of business is located, and client waives the right to bring, try and remove such litigation to any other county or judicial district.
38. Consultant makes no representation concerning the estimated quantities and probable costs made in connection with maps, plans, specifications, reports or drawings other than that all such costs are estimates only and actual costs will vary. It is the responsibility of the client to verify costs.
39. Client acknowledges that consultant is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
40. Consultant makes no warranty, either expressed or implied, as to his findings, recommendations, plans, specifications, or professional advice except that the services or work product were performed pursuant to generally accepted standards of practice in effect at the time of performance.
41. Estimates of land areas provided under this agreement are not to be considered precise unless consultant specifically agrees to provide the precise determination of such areas.
42. In the event the client agrees to, permits, authorizes, constructs or permits construction of changes in the plans, specifications, and documents or does not follow recommendations or reports prepared by consultant pursuant to this agreement, which changes are not consented in writing by consultant, client acknowledges that the changes and their effects are not the responsibility of consultant and client agrees to release consultant from all liability arising from the use of such changes and further agrees to defend, indemnify and hold harmless consultant, it's officers, directors, principles, agents and employees from and against all claims, demands, damages or costs arising from the changes and their effects.
43. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time of preparation of consultant's services. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications, discrepancies or other changes may be necessary to reflect changed field or other conditions. If the scope of services pursuant to this agreement does not include on-site construction review, construction management, supervision of construction of engineering structures, or other construction supervision for this project, or if subsequent to this agreement client retains other persons or entities to provide such services, client acknowledges that such services will be performed by others and client will defend, indemnify and hold consultant harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of consultant; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of consultant. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of services on this project, excepting liability arising from the sole negligence or willful misconduct of consultant.
44. In the event client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes during the construction phase of the project, client agrees to notify consultant

CONTRACT BETWEEN OWNER AND ARCHITECT

Pierce Joint Unified School District

AES & JJHS Shade Structures

Project Number – 20-P03-03

- and engage consultant to prepare the necessary clarifications, adjustments, modifications or other changes to consultant's service or work product before construction activities commence or further activity proceeds. Further, client agrees to have provision in its construction contracts for the project which requires contractor to notify client of any changed field or other conditions so that client may in turn notify consultant pursuant to the provisions of this paragraph.
45. Client agrees to limit the liability of consultant, its principals and employees, to client and to all contractors and subcontractors on the project, for any claim or action arising in tort or contract, to the sum consultant's fee.
 46. Client agrees to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name consultant as an additional insured as their interest may appear.
 47. Consultant hereby states and client hereby acknowledges that consultant has no professional liability insurance for claims arising out of the performance or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Accordingly, the client hereby agrees to bring no claim for negligence, breach of contract, indemnity or otherwise against the consultant, its principals, employees, and agents if such claim, in any way, would involve the consultant's services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. Client further agrees to defend, indemnify and hold harmless consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by consultant pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the consultant.
 48. Client acknowledges that consultant's scope of services for this project does not include any services related in any way to asbestos and/or hazardous waste. Should consultant or any other party encounter such materials on the job site, or should in any other way become known that such materials are present or may be present on the job site or any adjacent or nearby areas which may affect consultant's services, consultant may, as its option, terminate work on the project until such time as client retains a specialist contractor to abate and/or remove the asbestos and or hazardous waste materials and warrant that the job site is free from any hazard which may result from the existence of such materials.
 49. Notwithstanding any other provision of this Agreement and except for the provisions of [b] and [c], if a dispute arises regarding consultant's fee pursuant to this contract, and if the fee dispute cannot be settled by discussions between client and consultant, both client and consultant agree to attempt to settle the fee dispute by mediation through the American Arbitration Association [or other mediation service] before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) maybe entered in any court having jurisdiction thereof. [b] Subdivision [a] does not preclude or limit consultant's right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. [c] Subdivision [a] does not preclude or limit the consultant's right to elect to perfect or enforce applicable mechanics lien remedies.

QUOTE

Corporate Office
1555 Tahoe Court
Redding, CA 96003
Tax ID#: 72-1545106

QUOTE TO:

Pierce Joint Unified School District
George Parker
540A 6th Street
Arbuckle, CA 95912

Main#: (877) 473-7619
Fax#: (530) 246-0518

DATE: 9/22/2020

QUOTE #: Q20-3469

REP: kyle@nsp3.com

Main #: 530.476.2892

PROJECT: DSA Shade

Email: gparker@pierce.k12.ca.us

TERMS: Net 30dys / Shipment

QTY	VENDOR	MODEL#	DESCRIPTION	RATE	TOTAL
1	ICON	IC-CUST	Gable Shelter Option DSARG40x64-10M-P4 Rectangular Gable Shelter 24 Ga. Pre-Cut Multi-Rib Metal Roof Panel (Ribs @ 12" Centers) 4:12 Roof Slope 10' Eave Height Posts - 6" Bury Ecoat/Powdercoat Frame Standard Roof & Frame colors (Upcharge for Custom Colors) Anchor Bolts & Templates Rebar Cages NOT included Engineering 2 Calculation Books 4 Sets of Drawings	83,720.00	83,720.00T
		ICF	ICON Freight	8,617.00	8,617.00
		Equip O... Offloading	Equipment only. Installation to be supplied by others. Offloading & storage of equipment is the customer's responsibility. For most products a forklift rated for 5000lbs or more AND also reach forks is recommended.		
		DSA-2	Site Drawings, Welding Inspection, Special Field Inspection Fees & Submission To DSA By Others		
		DSA-4	Fabrication cannot begin until customer has provided supplier with proof of DSA approval		
QUOTE GOOD FOR 30 DAYS				SUBTOTAL	\$92,337.00
				SALES TAX (7.25%)	\$6,069.70
				TOTAL	\$98,406.70

Representative Authorized to Order: _____

Date: _____

SIGNED QUOTE REQUIRED TO ORDER

ORDER/DELIVERY INFORMATION: (Unless otherwise specified)

Offloading and installation are customer's responsibility. Please consult your sales representative for shipping and delivery time line. Time line will depend on equipment ordered. Please schedule delivery time with commercial freight company. NSP3 will provide name and phone number of freight company.



Pierce Joint Unified School

District

Business Department
 PO Box 280//540-A 6th Street
 Arbuckle, CA 95912
 (530) 476-2892 FAX (530) 476-2289
 adorantes@pierce.k12.ca.us

PURCHASE ORDER
 NO: PO21-00157
 DATE 10/06/2020

SHIP TO:

Pierce Joint Unified
 P.O. Box 280 540-A 6th Street
 Arbuckle, CA 95912

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES and enclose PACKING LIST with ALL shipments.
2. Purchase order number must appear on packing slips, invoices, packages, and correspondence relating to this order.
3. No deviation in PRICE or SUBSTITUTION permitted without notice and acceptance prior to shipment.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.

ORDERED FROM:

PARK PLANET
 1555 TAHOE COURT
 REDDING, CA 96003

FAX:

ORDER LOCATION 000 - Pierce Joint Unified			REQUISITIONER George Parker	REQUISITION # R21-00172	
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ # Q20-3469
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
1	2	EACH	DSA RG40x60-10M-P4	83,720.00	\$167,440.00
2	2	EACH	ICON Freight	8,617.00	\$17,234.00
				Order Sub-Total	\$184,674.00
				Sales Tax	12,139.40
				Shipping	.00
				Adjustment	.00
				Order Total	\$196,813.40
ACCOUNT DISTRIBUTION				AMOUNT	
(003274) 01-3220-0-6200-0000-8500-000-0000-0000				\$196,813.40	



PIERCE JOINT UNIFIED SCHOOL DISTRICT

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of October 7, 2020 (the "Effective Date") by and between the Pierce Joint Unified School District, a public school district of the State of California (the "District"), and Integrated Inspection, LLC, a DSA Approved Special Inspection Firm ("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 November 30, 2020 (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.

Not to Exceed \$1,650.00 for each 40x64 ICON Steel Shade Structures (DSA RG40x60-10M-P4) totaling \$3,300.00. Paid from Special Restricted Capital Improvement Account

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Three Thousand Three Hundred ----- Dollars (\$ 3,300.00)

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: Pierce Joint Unified School District
540A 6th Street
Arbuckle, CA 95912

Attn: Daena Meras,
Chief Business Official

To the Provider:

Integrated Inspection, LLC
1445 Waverly Avenue
Grand Haven, Michigan 49417

Attn: Bryan Mulcahy

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:

INTEGRATED INSPECTION, LLC

By: **Bryan Mulcahy** Digitally signed by Bryan Mulcahy
DN: cn=Bryan Mulcahy, o=Integrated Inspection, LLC, ou,
email=bryan@integratedinspection.com, c=US
Date: 2020.10.07 13:35:36 -0400

Name and Title: Bryan Mulcahy

APPENDIX A
SCOPE OF SERVICES

Provide all labor, material and equipment to perform In-plant special inspection(s) and testing in accordance with DSA's Regulation and Requirements for in-plant welding of (2) 40x64 ICON Steel Shade Structures being planned for Arbuckle ES and Johnson Jr. HS for Pierce Joint Unified School District. Vendor shall file all necessary daily & final inspection reports attesting to the suitability and conformance with CCR's, Part 1 & 2 and the Field Act and DSA approved drawings. Other details regarding scope of services shall be as outlined on Integrated Inspection's two cost proposals dated October 7, 2020.

October 7, 2020

Pierce Joint Unified School District
540A 6th Street
Arbuckle, CA 95912

Attention: George Parker - Director Facilities, Maintenance & Operations
Regarding: DSA In - Plant Fabrication Inspection - **Arbuckle Elementary School**
Attached: Integrated Inspection, LLC Terms & Conditions

Mr. Parker -

This proposal is for the *Fabrication/In-Plant Inspection for One (1) 40-FT by 64-FT* as described via email. This proposal is based on the following assumptions:

- One (1) complete structure to be fabricated in Holland, MI.
- Fabrication inspection will be conducted in accordance with DSA document IR 17-3 by fully certified inspectors in a professional and timely manner.
- Final schedule details and communication is assumed to be confirmed with Fabrication staff by Integrated Inspection, LLC.
- Forms DSA 250 (daily) and DSA 292 (final) will be provided at the completion of the fabrication.

Item	Estimated Units	Cost/Unit	Estimated Total
In Shop Fabrication Inspection	1 - Shelter	\$1,650.00/Shelter	NTE \$1,650.00
Totals	1 - Shelter	\$1,650.00/Shelter	NTE \$1,650.00

The estimate includes all costs associated with inspection, reporting, travel, administration, mileage, etc. If additional testing is required due to change in scope, re-testing, etc. you will be billed on a time and materials basis. Please note, you will be informed *prior* to additional work being conducted above the estimate.

We appreciate the opportunity to be of service to you. Please feel free to contact us with any questions, comments, or concerns you may have.

Sincerely,



Bryan Mulcahy
Integrated Inspection, LLC
BJM/bm

Bryan Mulcahy

Digitally signed by Bryan Mulcahy
DN: cn=Bryan Mulcahy,
o=Integrated Inspection, LLC, ou,
email=bryan@integratedinspecti
on.com, c=US
Date: 2020.10.07 09:01:11 -0400

**CONFIRMATION OF AND AGREEMENT FOR THE PROVISION OF
LIMITED PROFESSIONAL SERVICES
(Notice of Furnishing)**

Professional Firm Integrated Inspection, LLC
1445 Waverly Avenue
Grand Haven, Michigan 49417

Client Pierce Joint Unified School District
540A 6th Street
Arbuckle, CA 95912

Agreement Date October 7, 2020

Project Name Various for 2020 Calendar Year

Project Location Holland, MI or as Required

Scope and Lime of Services Provide services as outlined in supplied proposal.

Fee Arrangement Per Estimation or 2020 Standard Fee Schedule

ESTIMATED COST OF SERVICES Per Proposal OR \$90.00/Hour, \$135/Hour OT, \$0.80/Mile FOB, Equipment Charges as required.

Special Conditions Proposals will be provided for specific projects on an as requested basis

Other The **Terms and Conditions** form is part of the Agreement.

Prepared By

Bryan Mulcahy/President

(printed name/title)

Offered By

Integrated Inspection, LLC

(Professional Firm)

Bryan J. Mulcahy/President

(printed name/title)

Accepted By**

(Client/Company)

(printed name/title)



Bryan
Mulcahy

Digitally signed by Bryan
Mulcahy
DN: cn=Bryan Mulcahy,
o=Integrated Inspection,
LLC, ou,
email=bryan@integratedi
nspection.com, c=US
Date: 2020.10.07 09:01:30
+0400

10.07.2020

(signature and date)

(signature and date)

**Due to time constraints imposed on Integrated Inspection, LLC to begin or complete portions of the work this agreement is assumed to be accepted without a signature based on verbal instructions to proceed with the work. The agreement is also assumed to have been accepted based on acceptance of the work product and its use for design, financing, permits and /or construction. Terms and Conditions may be negotiated prior to submission or use of the work product.

TERMS & CONDITIONS

Project Various Projects for 2020

Agreement Date October 7, 2020

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Site Access:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association and any arbitration award so granted shall be specifically enforced by any Circuit Court in Michigan. Client and Firm agree to include a similar arbitration agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for binding arbitration as the primary method for dispute resolution between all parties.

Billings & Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice has not been paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties previously named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the lesser of 10 x Integrated Inspection, LLC fee or \$10,000. Such causes include, but are not limited to; the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The Client grants the Firm the right to use images of the site or construction related to the Firm's work on the Firm's web page.

October 7, 2020

Pierce Joint Unified School District
540A 6th Street
Arbuckle, CA 95912

Attention: George Parker - Director Facilities, Maintenance & Operations
Regarding: DSA In - Plant Fabrication Inspection - ~~Johnson Junior High School~~
Attached: Integrated Inspection, LLC Terms & Conditions

Mr. Parker -

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Totals	1 - Shelter	\$1,650.00/Shelter	NTE \$1,650.00

The estimate includes all costs associated with inspection, reporting, travel, administration, mileage, etc. If additional testing is required due to change in scope, re-testing, etc. you will be billed on a time and materials basis. Please note, you will be informed *prior* to additional work being conducted above the estimate.

We appreciate the opportunity to be of service to you. Please feel free to contact us with any questions, comments, or concerns you may have.

Sincerely,



Bryan Mulcahy
Integrated Inspection, LLC
BJM/bm

Bryan
Mulcahy

Digitally signed by Bryan Mulcahy
DN: cn=Bryan Mulcahy,
o=Integrated Inspection, LLC, ou,
email=bryan@integratedinspection
.com, c=US
Date: 2020.10.07 09:01:54 -0400

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Other The **Terms and Conditions** form is part of the Agreement.

Prepared By

Bryan Mulcahy/President

(printed name/title)

Offered By

Integrated Inspection, LLC

(Professional Firm)

Bryan J. Mulcahy/President

(printed name/title)

Accepted By**

(Client/Company)

(printed name/title)



Bryan
Mulcahy

Digitally signed by Bryan
Mulcahy
DN: cn=Bryan Mulcahy,
o=Integrated Inspection, LLC,
ou,
email=bryan@integrateinspect
ion.com, c=US
Date: 2020.10.07 09:02:13 -0400

10.07.2020

(signature and date)

(signature and date)

**Due to time constraints imposed on Integrated Inspection, LLC to begin or complete portions of the work this agreement is assumed to be accepted without a signature based on verbal instructions to proceed with the work. The agreement is also assumed to have been accepted based on acceptance of the work product and its use for design, financing, permits and /or construction. Terms and Conditions may be negotiated prior to submission or use of the work product.

TERMS & CONDITIONS

Project Various Projects for 2020

Agreement Date October 7, 2020

The Firm shall perform the services outlined in this agreement for the stated fee arrangement.

Site Access:

Unless otherwise stated, the Firm will have access to the site for activities necessary for the performance of the services. The Firm will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to binding arbitration in accordance with the Construction Industry rules of the American Arbitration Association and any arbitration award so granted shall be specifically enforced by any Circuit Court in Michigan. Client and Firm agree to include a similar arbitration agreement with all contracts, subcontractors, sub-consultants, suppliers or fabricators, thereby providing for binding arbitration as the primary method for dispute resolution between all parties.

Billings & Payments:

Invoices for the Firm's services shall be submitted, at the Firm's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice has not been paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties previously named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

Certification, Guarantees and Warranties:

The Firm shall not be required to execute any document that would result in their certifying, guaranteeing or warranting the existence of conditions whose existence the Firm cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the lesser of 10 x Integrated Inspection, LLC fee or \$10,000. Such causes include, but are not limited to; the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the written consent of the Firm. The Client grants the Firm the right to use images of the site or construction related to the Firm's work on the Firm's web page.

PIERCE JOINT UNIFIED SCHOOL DISTRICT
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the “Agreement”) is made and entered into as of October 7, 2020 (the “Effective Date”) by and between the Pierce Joint Unified School District, a public school district of the State of California (the “District”), and C&R Concrete Construction, 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 November 16, 2020 (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.

NOT TO EXCEED - \$40,890.00 PAID FROM MEASURE B BOND FUNDS

In consideration for all Services to be performed by Provider, the District agrees to pay Provider Forty Thousand Eight Hundred Ninety----- Dollars (\$ 40,890.00)

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 6th Street
Arbuckle, CA 95912

To the Provider:

Attn: Rafael Castrejon Reynoso

C&R Concrete Construction, Inc.
11104 State Hyw 113
Woodland, CA 95776

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:

C&R Concrete Construction, Inc.

By: _____

Name and Title: Rafael Castrejon Reynoso
CEO/President

APPENDIX A

SCOPE OF SERVICES

(attached)

Provide all labor, materials and equipment to remove and replace non-conforming ADA ramps and; install new ADA compliant access ramp at the main entry of the Pierce High School Bldg. A and near Bldg. D; install new concrete visitor and ADA parking spaces excluding signage & striping as shown on DSA approved (02-117597) drawings prepared by Eagle Architects (sheet ref. SP.1 & SP.2). Work shall be as described in the cost proposal prepared by C&R Concrete dated October 1, 2020.

October 1, 2020

ESTIMATE#: E20561

11104 State Hwy 113 Woodland CA 95776

Cell: (916)849-9705 Fax:(530)405-1532

Email: candrconcrete@yahoo.com

Lic. 919895

**CANDR
CONCRETE**



TO: George Parker

PROJECT LOCATION: Pierce High School, Arbuckle, CA

PROJECT DESCRIPTION:

26'x20'x5" Slab with #4 rebar 18" on center each way
4" Rock, dig to accommodate 5" concrete and 4" rock
8'x3' Dome

Remove existing concrete and replace 24'x5'6" handicap ramp

Remove and replace 8'x34' handicap ramp

Remove and replace 15'x17' flatwork

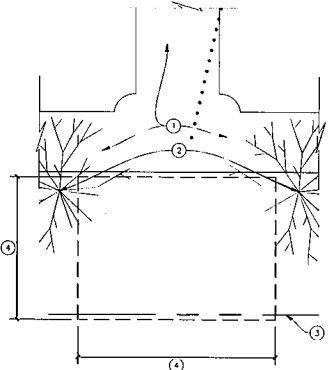
Remove existing grass and replace with 46'x6' ramp \$39,890.00

ADD: Cut and remove handrails to the side \$ 1,000.00

SCOPE OF WORK: Line out, set forms, grading, tie rebar, pour 3000 psi mix, stockpile dirt and broken concrete on site

***BASED ON PREVAILING WAGE**

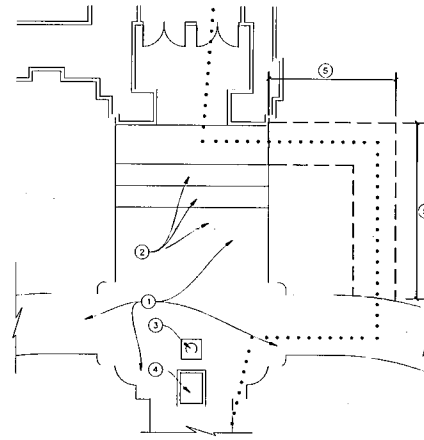
EXCLUSIONS: Retention, permits, bonds, testing, weekend or night work, traffic control, bolts, washout bins, joint sealants, caulking, colored or stained concrete, any and all landscape repair, utility lines, water lines, etc



DEMO ACCESS PARKING STALL KEYNOTES

- 1. EXISTING TREES TO REMAIN.
- 2. EXISTING TREES TO REMAIN.
- 3. EXISTING TREES TO REMAIN.
- 4. REMOVE EXISTING DRIVE / GRADUALLY NEW NORTH FAYED PARSONS STALLS.

3 EXISTING/DEMO AREA FOR NEW ACCESSIBLE PARKING
SCALE: 1/8" = 1'-0"



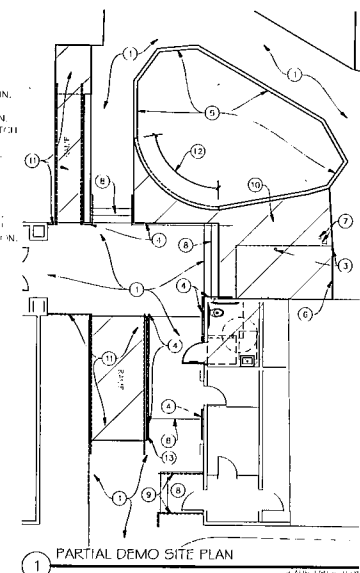
DEMO AREA ACCESS RAMP KEYNOTES

- 1. EXISTING CONCRETE TO REMAIN.
- 2. EXISTING CONCRETE TO REMAIN.
- 3. EXISTING FLAGSTONE TO REMAIN.
- 4. EXISTING CONCRETE TO REMAIN.
- 5. EXISTING CONCRETE TO REMAIN.

2 EXISTING / DEMO AREA FOR NEW ACCESS. RAMP
SCALE: 1/8" = 1'-0"

DEMO SITE PLAN KEYNOTES

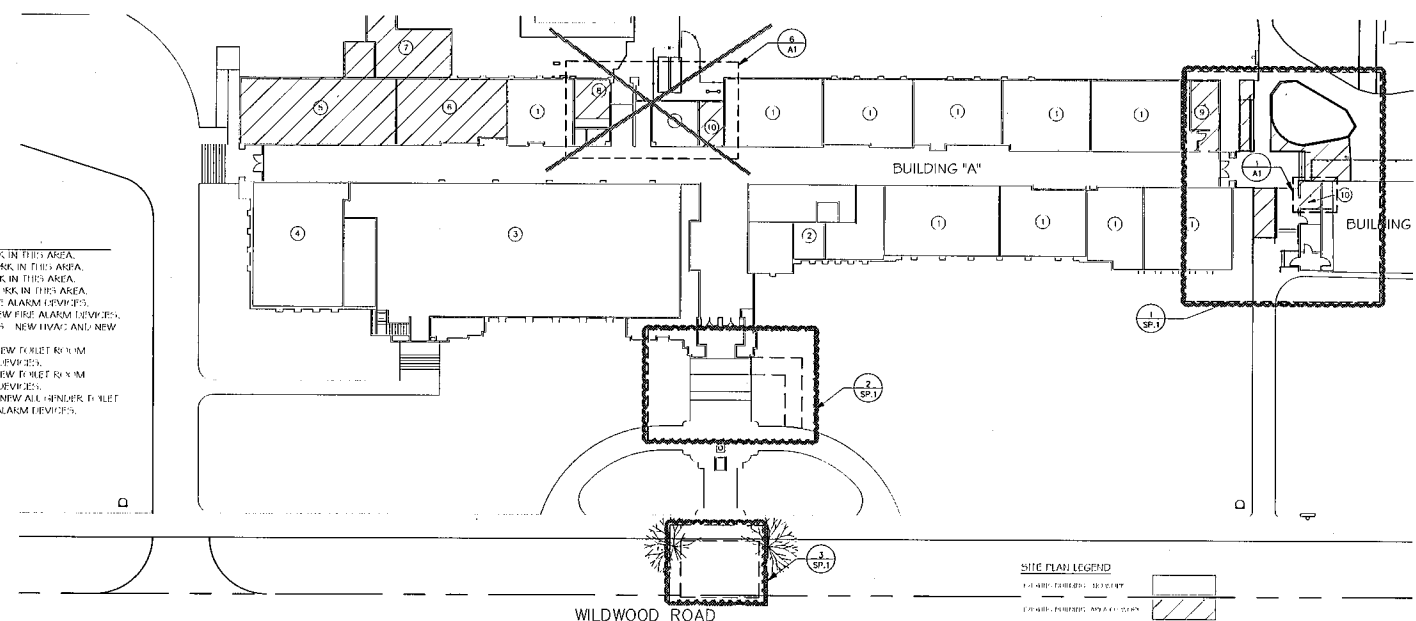
- 1. EXISTING TREES TO REMAIN.
- 2. EXISTING FRAME TO REMAIN.
- 3. EXISTING TILE FLOOR TO REMAIN.
- 4. EXISTING CHANGING ROOMS TO REMAIN.
- 5. EXISTING CONCRETE TO REMAIN.
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- 49. EXISTING CONCRETE TO REMAIN.
- 50. EXISTING CONCRETE TO REMAIN.



1 PARTIAL DEMO SITE PLAN
SCALE: 1/8" = 1'-0"

DEMO SITE PLAN KEYNOTES

- 1. EXISTING CLASSROOMS - NO WORK IN THIS AREA.
- 2. EXISTING ALUMINUM OFFICE - NO WORK IN THIS AREA.
- 3. EXISTING ALUMINUM OFFICE - NO WORK IN THIS AREA.
- 4. EXISTING MEDIA LIBRARY - NO WORK IN THIS AREA.
- 5. EXISTING CLASSROOMS - NEW FIRE ALARM DEVICES.
- 6. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.
- 7. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.
- 8. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.
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- 12. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.
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- 49. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.
- 50. EXISTING HALL CLASSROOMS - NEW FIRE ALARM DEVICES.



SITE PLAN LEGEND

- 1. EXISTING CONCRETE TO REMAIN
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EXISTING \ DEMO SITE PLAN
SCALE: 1" = 40'-0" NORTH

IDENTIFICATION STAMP
BY: THE STAFF ARCHITECT
APR 02 11 55 AM '07
REVIEWED FOR:
SS [] PL [] AC []
DATE: 05/14/2019



349 Silver Lake Drive
Chico, Ca. 95973
530-808-0123

ALAN CHAMBERS
Architect



Alterations at Unit A & D
at
PIERCE HIGH SCHOOL
960 Wildwood Road, Arbuckle, CA. 95912
for the
PIERCE JOINT UNIFIED SCHOOL DISTRICT
ARBUCKLE CALIFORNIA

No.	Description	SP

DEMO SITE PLAN
Project Number:
Date: 05-05-2019
Drawn by: TS
Checked by: AC
SP.1
Scale: AS NOTED

