

Hanford Elementary School District

REGULAR BOARD MEETING AGENDA

Wednesday, June 14, 2017

HESD District Office Board Room

714 N. White Street, Hanford, CA

OPEN SESSION

5:30 p.m.

- Call to Order
- Members Present
- Pledge to the Flag

CLOSED SESSION

- **Student Discipline** *(Education Code Section 48918... requires closed sessions in order to prevent the disclosure of confidential student record information)*

Administrative Panel Recommendations

Case# 16-52 – Wilson

Case# 17-06 – Hamilton

Case# 17-10 – Kennedy

Case# 17-16 – Washington

Case# 17-19 – Monroe

Case# 17-22 – Kennedy

Case# 17-33 – Kennedy

Case# 17-43 – Richmond

Case# 17-46 – Roosevelt

- **Personnel** *(Pursuant to Government Code 54956.9, trustees will adjourn to Closed Session to discuss the items listed below. The items to be discussed shall be announced in accordance with Government Code Section 54954.5 and/or under Education Code provisions)*

Public Employee Performance Evaluation (GC 54957) – Superintendent

OPEN SESSION

- Take action on closed session items

1. PRESENTATIONS, REPORTS AND COMMUNICATIONS

(In order to insure that members of the public are provided an opportunity to address the Board on agenda items or non-agenda items that are within the Board's jurisdiction, agenda items may be addressed either at the public comments portion of the agenda, or at the time the matter is taken up by the Board. A person wishing to be heard by the Board shall first be recognized by the President and identify themselves. Individual speakers are allowed three minutes to address the Board. The Board shall limit total time for public input on each item to 20 minutes.)

- a) Public comments
- b) Board and staff comments
- c) Requests to address the Board at future meetings
- d) Review Dates to remember

- *Materials related to an item on this agenda submitted to the Board after distribution of the agenda packet are available for public inspection at the superintendent's Office located at 714 N. White Street, Hanford, CA during regular business hours.*
- *Any individual who requires disability-related accommodations or modifications, including auxiliary aides and services, in order to participate in the Board meeting should contact the Superintendent in writing.*

2. CONSENT ITEMS

(Items listed are considered routine and may be adopted in one motion. If discussion is required, a particular item may be removed upon request by any Board member and made a part of the regular business.)

- a) Accept warrant listings dated May 19, 2017; May 26, 2017 and June 2, 2017.
- b) Approve minutes of Regular Board Meeting held on May 24, 2017.
- c) Approve donation of \$106.40 from Box Tops.
- d) Approve donation of \$720.00 from Edison International.

PUBLIC HEARING: 2017-2018 HANFORD ELEMENTARY SCHOOL DISTRICT LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

PUBLIC HEARING: 2017-2018 JEFFERSON CHARTER SCHOOL LOCAL CONTROL ACCOUNTABILITY PLAN (LCAP)

3. INFORMATION ITEMS

- a) Receive for information the following revised Board Policy: (Gabler)
 - BP 1160 – Political Processes
- b) Receive for information the following revised Board Policy and Administrative Regulation: (Gabler)
 - BP/AR 1230 – School-Connected Organizations
- c) Receive for information the following revised Board Policy: (Gabler)
 - BP 2121 – Superintendent's Contract
- d) Receive for information the following revised Board Policy: (Gabler)
 - BP 6145 – Extracurricular and Co-curricular Activities
- e) Receive for information the following revised Board Policy and Administrative Regulation: (Endo)
 - BP/AR 3551 – Food Service Operations/Cafeteria Fund

4. BOARD POLICIES AND ADMINISTRATION

- a) Consider adopting Resolution #36-17: Regarding Absent Board Member Compensation (Gabler)
- b) Consider approval of the Hanford Elementary School District 2016-2017 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation) (Carlton)
- c) Consider approval of Consolidated Application for Funding Categorical Aid Programs (Summer Release) (Carlton)
- d) Consider approval of Plan of Work with Tulare County Office of Education and Jefferson Charter Academy (Espindola)
- e) Hear public comments and consider approval of negotiated amendments to the 2016-2019 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (HETA) (Martinez)
- f) Consider approval of the following revised Board Policy: (Rubalcava)
 - BP 6144 – Controversial Issues
- g) Consider approval of the following revised Board Policy: (Rubalcava)
 - BP 6152 – Class Assignment
- h) Consider approval of the following revised Board Policy: (Rubalcava)
 - BP 6161.11 – Supplementary Instructional Materials
- i) Consider approval of the following revised Administrative Regulation: (Rubalcava)
 - AR 6162.51 – State Academic Achievement Tests

- j) Consider approval of the following revised Board Policy and Administrative Regulation: (Rubalcava)
 - BP/AR 6162.6 – Use of Copyrighted Materials
- k) Consider approval of the following revised Administrative Regulation: (Endo)
 - AR 3600 – Contract Procedures

5. PERSONNEL (Martinez)

a) Employment

Classified

- Kerri Borba, Educational Interpreter – 6.5 hrs., Hamilton, effective 8/11/17
- Yashimia Ford-Evans, READY Program Tutor – 4.5 hrs., King, effective 8/9/17
- Amanda Leyva, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/17
- Julyssa Villagomez, READY Program Tutor – 4.5 hrs., Washington, effective 8/9/17

Temporary Employees/Substitutes/Yard Supervisors

- Kendra Banuelos, Substitute Special Education Aide, effective 5/12/17
- Kerri Borba, Substitute Educational Interpreter, effective 6/28/17

b) Short-term Employment

CLASSIFIED STAFF – Extended Learning Opportunities

Seamless Summer Meal Program

- Yvonne Anaya, Yard Supervisor – 1.75 hrs., Kennedy, effective 6/12/17 to 7/28/17
- Amy Garcia, Yard Supervisor – 1.75 hrs., Jefferson, effective 6/12/17 to 7/28/17
- Veronica Leach, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/12/17 to 7/28/17

Summer Enrichment Program at John F. Kennedy Junior High School

- Kerri Borba, Educational Interpreter – 4.25 hrs., Kennedy, effective 6/28/17 to 7/11/17
- Miguel Rodriguez, Short-term Custodian II – 8.0 hrs., Kennedy, effective 6/12/17 to 7/12/17

Migrant Program at Jefferson School

- Joshua Kuenning, Short-term Custodian II – 5.5 hrs., Jefferson, effective 6/12/17 to 6/29/17

c) Resignations

- Yolanda Bernal, Special Education Aide – 5.0 hrs., Monroe, effective 6/7/17
- Mannylenne Lababit, Teacher, King, effective 6/7/17
- Kissinger Yang, Yard Supervisor – 2.75 hrs., King, effective 6/7/17

d) Termination

- Deidra Hall, Substitute Yard Supervisor, effective 2/26/17

e) Promotion

- Rick Johnston, from Vice Principal to Principal, Kennedy, effective 7/28/17

f) Promotion/Transfer

- Jenna Nesbit, from READY Program Tutor – 4.5 hrs., Monroe to Media Services Aide – 5.5 hrs., Simas, effective 7/28/17

g) Reassignment

- Robert Heugly, from Learning Director, Simas to Vice Principal, Kennedy, effective 7/28/17

h) Change in Work Year

- Carol Gallegos, from Curriculum Specialist, ELA – 11 month to Curriculum and Professional Development Specialist, ELA/Social Science – 12 month, effective 7/1/17

- i) Administrative Transfers
 - Tim McNamara, Lead Custodian – 8.0 hrs., from Washington to Simas, effective 6/12/17
 - Buddy Reynolds, Lead Custodian – 8.0 hrs., from Simas to Washington, effective 6/12/17
- j) Adopt Declaration of Need for Fully Qualified Educators for 2017-2018 School Year (Title 5, 80026) – Attached
- k) Annual Statement of Need for 30-Day Substitute Teaching Permits
 - The Governing Board of the Hanford Elementary School District declares that a sufficient number of credentialed teachers are not available to fill vacancies for substitute teaching during the 2017-2018 school year. Therefore, the District is filing an annual statement of need with the Kings County Office of Education to allow Emergency 30-Day Substitute Permit holders to fill day-to-day substitute needs.
- l) Ratify Assistant Superintendents/CBO Employment Contracts for 2017-2018 (Gov. Code Section 53262)
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction, and Professional Development
 - David Endo, Chief Business Official, Fiscal Services
- m) Salary/Wage Schedules for 2017-2018
 - Management/Professional Specialist/Confidential Salary Schedule (Interim)
 - Classified Salary Schedule (Interim)
 - Non-Represented Part-Time Employee Wage Schedule (Interim)
 - Classified, Substitute/Temporary Wage Schedule (Interim)

PUBLIC HEARING: 2017-2018 HANFORD ELEMENTARY SCHOOL DISTRICT BUDGET

For the Budget Report go to: <http://www.hesd.k12.ca.us/files/user/502/file/2017-2018%20Budget%20Book.pdf>

6. FINANCIAL (Endo)

- a) Consider approval of the renewal of services with the San Joaquin Valley Purchasing Co-op
- b) Consider approval of the renewal of services and memorandum of understanding with the Super Co-op
- c) Consider approval of the contract with Gold Star Foods for the distribution of processed USDA foods end products and commercial food products
- d) Consider approval of contract with School Services of California for the 2017-2018 fiscal year
- e) Consider approval of contract with SchoolWorks
- f) Consider adoption of Resolution #35-17: allowing for the purchase a modular restroom from American Modular Systems utilizing a piggyback bid issued by Santa Rita School District

ADJOURN MEETING

HANFORD ELEMENTARY SCHOOL DISTRICT
AGENDA REQUEST FORM

TO: Joy Gabler
FROM: Liz Simas
DATE: June 7, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet
☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Administrative Panel, Readmissions and Expungement

Case# 16-52 – Wilson
Case# 17-06 - Hamilton
Case# 17-10 - Kennedy
Case# 17-16 – Washington
Case# 17-19 – Monroe
Case# 17-22 – Kennedy
Case# 17-33 – Kennedy
Case# 17-43 – Richmond
Case# 17-46 - Roosevelt

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of warrants.

PURPOSE:

The administration is requesting the approval of the warrants as listed on the registers dated: 05/19/17, 05/26/17 and 06/02/17.

FISCAL IMPACT:

See attached.

RECOMMENDATIONS:

Approve the warrants.

Warrant Register For Warrants

Dated 05/19/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|--|-------------|
| 12549079 | 6271 | MARIBEL AGUILERA Supplies/Mileage | \$497.01 |
| 12549080 | 4236 | ALTERNATIVE BILLING CONSULTANT Other Services | \$186.00 |
| 12549081 | 6431 | AMAZON.COM Books/Inst'l Matl's/Supplies | \$9,654.91 |
| 12549082 | 949 | AMERICAN INCORPORATED Repairs/Materials | \$331.38 |
| 12549083 | 59 | AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry Services | \$2,554.00 |
| 12549084 | 59 | AMERIPRIDE UNIFORM SERVICES Mop/Mat/Laundry Services | \$449.04 |
| 12549085 | 5796 | AMF VISALIA LANES Field Trips | \$1,624.33 |
| 12549086 | 2352 | AMS.NET Other Services | \$3,700.00 |
| 12549087 | 6253 | AT&T Telephone | \$92.03 |
| 12549088 | 4983 | B & H PHOTO-VIDEO Equipment/Supplies | \$1,666.57 |
| 12549089 | 3258 | BANK OF AMERICA Travel & Conf/Field Trips | \$2,335.15 |
| 12549090 | 1363 | BEST BUY Food | \$5.89 |
| 12549091 | 236 | STATE OF CALIFORNIA Other Services | \$2,415.00 |
| 12549092 | 6954 | MARINA CERVANTEZ Allowance | \$99.49 |
| 12549093 | 6552 | CHILDREN'S STORYBOOK GARDEN Inst'l Consultant | \$1,400.00 |
| 12549094 | 5838 | CREDENTIAL COUNSELORS & Travel & Conf | \$308.49 |
| 12549095 | 6957 | SARA CRISP Allowance/Mileage | \$144.41 |
| 12549096 | 4815 | DIGITECH INTEGRATIONS INC Maintenance Matl's | \$482.30 |
| 12549097 | 6453 | FLOWERS BAKING COMPANY Food | \$1,904.40 |
| 12549098 | 1769 | FRESNO PRODUCE Food | \$29,428.64 |
| 12549099 | 2749 | GARDA CL WEST INC. Other Services | \$493.26 |
| 12549100 | 1393 | GAS COMPANY Gas | \$864.93 |
| 12549101 | 571 | GEARY PACIFIC SUPPLY Maintenance Matl's | \$102.53 |
| 12549102 | 3305 | GILBERT ELECTRIC COMPANY Other Services | \$2,400.00 |
| 12549103 | 591 | GOLD STAR FOODS Food | \$16,568.59 |
| 12549104 | 6899 | ELAINE GRANDMONT Payroll Liability Holding | \$115.51 |
| 12549105 | 6008 | IRESCUE REPAIR CENTER Repairs | \$520.96 |
| 12549106 | 3718 | ISLAND WATER PARK Field Trip | \$4,255.11 |
| 12549107 | 3718 | ISLAND WATER PARK Field Trip | \$960.40 |
| 12549108 | 3494 | KINGS COUNTY BOWL Field Trip | \$732.00 |
| 12549109 | 3494 | KINGS COUNTY BOWL Field Trip | \$700.00 |
| 12549110 | 3494 | KINGS COUNTY BOWL Field Trip | \$45.50 |
| 12549111 | 3494 | KINGS COUNTY BOWL Field Trip | \$315.00 |
| 12549112 | 5828 | KINGS COUNTY DEPT OF PUBLIC WO Fuel | \$70.76 |
| 12549113 | 796 | KINGS COUNTY OFFICE OF ED Travel & Conf/Other Services | \$517.00 |
| 12549114 | 820 | SHEILA E KURTZ Rewards | \$21.43 |
| 12549115 | 827 | LA TAPATIA TORTILLERIA INC. Food | \$1,412.64 |
| 12549116 | 6629 | MANNYLENE LABABIT Allowance | \$93.20 |
| 12549117 | 986 | LAWNMOWER MAN Grounds | \$409.77 |
| 12549118 | 838 | LAWRENCE TRACTOR COMPANY Grounds Supplies | \$669.66 |
| 12549119 | 4796 | LEMOORE CINEMAS Field Trip | \$875.00 |
| 12549120 | 4796 | LEMOORE CINEMAS Field Trip | \$1,000.00 |
| 12549121 | 4796 | LEMOORE CINEMAS Field Trip | \$2,600.00 |
| 12549122 | 5312 | CITY OF LINDSAY Field Trip | \$4,497.00 |
| 12549123 | 4629 | LOWE'S OF HANFORD Supplies | \$34.32 |
| 12549124 | 2243 | MATSON ALARM Lease | \$36.00 |
| 12549125 | 4704 | KELLEY MAYFIELD Mileage | \$54.04 |
| 12549126 | 5055 | METRO 4 CINEMAS Field Trip | \$100.00 |

Warrant Register For Warrants

Dated 05/19/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|--------------------------------------|---------------|--|---------------------|
| 12549127 | 5055 | METRO 4 CINEMAS Field Trip | \$400.00 |
| 12549128 | 2649 | PEGGY NOBLE Allowance | \$18.74 |
| 12549129 | 1058 | OFFICE DEPOT Supplies | \$364.74 |
| 12549130 | 6257 | ORCHARD SUPPLY HARDWARE Maintenance/Grounds/Custodial Supplies | \$2,525.90 |
| 12549131 | 5111 | P & R PAPER SUPPLY COMPANY INC Supplies | \$5,620.53 |
| 12549132 | 3072 | JENNIFER PITKIN Books/Travel & Conf/Mileage | \$290.48 |
| 12549133 | 4755 | POSITIVE DISCIPLINE Parent Participation Supplies | \$429.74 |
| 12549134 | 1168 | PRODUCERS DAIRY PRODUCTS Food | \$13,645.07 |
| 12549135 | 1303 | SAVE MART SUPERMARKETS Food | \$333.84 |
| 12549136 | 1326 | SCHOOL SERVICES OF CALIF. INC. Other Services | \$305.00 |
| 12549137 | 3131 | SHERWIN-WILLIAMS CO Maintenance Supplies | \$222.14 |
| 12549138 | 1801 | SMART & FINAL STORES (HFD/KIT) Kitchen Supplies | \$88.59 |
| 12549139 | 1392 | SOUTHERN CALIFORNIA EDISON CO. Electricity | \$27,700.45 |
| 12549140 | 1401 | STANDARD STATIONERY SUPPLY Warehouse | \$683.23 |
| 12549141 | 1403 | STANISLAUS FOUNDATION – DENTAL Other Services | \$17,861.70 |
| 12549142 | 1405 | STAPLES CREDIT PLAN Allowance | \$101.36 |
| 12549143 | 1444 | SYSCO FOODSERVICES OF MODESTO Food | \$33,233.38 |
| 12549144 | 6944 | TETER LLP Other Services | \$1,918.75 |
| 12549145 | 1521 | UNITED REFRIGERATION INC. Maintenance Supplies | \$1,849.96 |
| 12549146 | 2653 | VALLEY OXYGEN Maintenance Supplies | \$247.52 |
| 12549147 | 1554 | SONIA VELO Travel & Conf/Mileage | \$425.12 |
| 12549148 | 6952 | KAROLINA VILLARREAL Mileage | \$165.21 |
| 12549149 | 1612 | MICHELLE E. WHITE Incentives | \$12.81 |
| Total Amount of All Warrants: | | | \$208,187.91 |

Credit Card Register For Payments
Dated 05/19/2017

| Document Number | Vendor Number | Vendor Name | Amount |
|--|---------------|--|--------------------|
| 14019625 | 5184 | DRISKELL'S APPLIANCE Custodial Supplies | \$427.93 |
| 14019626 | 509 | EWING IRRIGATION PRODUCTS Grounds Supplies | \$2,082.41 |
| 14019627 | 529 | FOLLETT SCHOOL SOLUTIONS Books | \$33,523.44 |
| 14019628 | 4141 | HMS INC Repairs | \$2,058.75 |
| 14019629 | 1021 | NASCO Inst'l Matl's | \$4,303.82 |
| 14019630 | 1121 | PERMA-BOUND Books | \$670.69 |
| 14019631 | 598 | WINGFOOT COMMERCIAL TIRE SYS Equipment | \$2,901.18 |
| Total Amount of All Credit Card Payments: | | | \$45,968.22 |

Warrant Register For Warrants

Dated 05/26/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|--|-------------|
| 12549613 | 6403 | A BOUNCIN' BLAST Rentals | \$2,000.00 |
| 12549614 | 6403 | A BOUNCIN' BLAST Rentals | \$1,475.00 |
| 12549615 | 6403 | A BOUNCIN' BLAST Rentals | \$615.00 |
| 12549616 | 4566 | ALLIED STORAGE CONTAINERS Leases | \$91.16 |
| 12549617 | 1879 | DON ARAKELIAN Mileage | \$102.02 |
| 12549618 | 6253 | AT&T Telephone | \$1,615.40 |
| 12549619 | 3947 | ATKINSON ANDELSON LOYA RUUD & Legal | \$853.13 |
| 12549620 | 6900 | BENITO AVILA Supplies | \$68.93 |
| 12549621 | 6628 | AWESOME CHARTERS AND TOURS LLC Transportation | \$11,879.00 |
| 12549622 | 4119 | KRISTINA BALDWIN Rewards | \$50.00 |
| 12549623 | 5748 | BMX FREESTYLE TEAM LLC Assembly | \$1,275.00 |
| 12549624 | 153 | BOOKSOURCE Books | \$98.08 |
| 12549625 | 4863 | AMANDA BRADEN Allowance | \$71.50 |
| 12549626 | 6402 | BLANCA BULLER Parent Inv Supplies | \$54.95 |
| 12549627 | 5566 | BUREAU OF LECTURES Inst'l Consultant | \$1,150.00 |
| 12549628 | 5651 | CALIFORNIA JUMPING OF FRESNO Rentals | \$2,212.00 |
| 12549629 | 3146 | ANTHONY CARRILLO PTC Donation | \$22.99 |
| 12549630 | 304 | NICK CHAMPI ENTERPRISES INC. Grounds Supplies | \$102.80 |
| 12549631 | 6933 | CHRISTINE CIBRIAN Inst'l Matl's | \$139.69 |
| 12549632 | 6959 | AMY CLAPP PTC Donation | \$331.60 |
| 12549633 | 6299 | JAHNA COSTELLO Inst'l Matl's | \$357.42 |
| 12549634 | 5825 | MELISSA CUNHA Rewards | \$290.88 |
| 12549635 | 3237 | CLAUDIA DAVIS Study Trip | \$140.00 |
| 12549636 | 4417 | CARIN DE LA TORRE PTC Donation | \$94.28 |
| 12549637 | 6916 | DICKEY'S BARBEQUE PIT Lunch Presentation | \$900.90 |
| 12549638 | 6956 | DT CUSTOMS Window Tinting | \$450.00 |
| 12549639 | 2809 | DUERR EVALUATION RESOURCES/CHK Other Services | \$1,885.40 |
| 12549640 | 1177 | FRED PRYOR SEMINARS Travel & Conf | \$128.00 |
| 12549641 | 5949 | FREESTYLE EVENT SERVICES INC Other Services | \$2,500.00 |
| 12549642 | 1393 | GAS COMPANY Gas | \$674.32 |
| 12549643 | 592 | DAVID GOLDSMITH Travel & Conf/Mileage | \$923.55 |
| 12549644 | 2157 | YOLANDA GOMES Study Trip/Parent Inv | \$25.02 |
| 12549645 | 631 | CITY OF HANFORD Field Trip | \$794.38 |
| 12549646 | 4117 | JANA JASSO Allowance | \$100.00 |
| 12549647 | 2062 | JOHN'S INCREDIBLE PIZZA Field Trip | \$1,016.30 |
| 12549648 | 5990 | KELLER FORD Truck | \$35,031.24 |
| 12549649 | 780 | GREGORY B. KELLEY Track Supplies | \$97.86 |
| 12549650 | 796 | KINGS COUNTY OFFICE OF ED Other Services/Travel/Excess Costs | \$35,402.50 |
| 12549651 | 5363 | BETHANEY KUENNING Allowance | \$47.36 |
| 12549652 | 6920 | LA TRAILITA TAQUERIA Lunch Meeting | \$900.00 |
| 12549653 | 6224 | LAWSON PRODUCTS INC Transportation Supplies | \$190.62 |
| 12549654 | 6236 | ALEXANDRIA LEMOS Allowance | \$100.00 |
| 12549655 | 6527 | LISSETTE LIBBY Mileage | \$32.21 |
| 12549656 | 5312 | CITY OF LINDSAY Field Trip | \$319.84 |
| 12549657 | 5329 | MARISCO COLIMA TACOS Parent Inv | \$429.00 |
| 12549658 | 5430 | ANDREW MARTINEZ Allowance | \$97.50 |
| 12549659 | 6955 | BRIANA MATTOS Summer Health & Welfare | \$476.80 |
| 12549660 | 6945 | MCCLARD MASONRY CONSTRUCTION I Repairs | \$18,375.00 |

Warrant Register For Warrants

Dated 05/26/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|---|-------------|
| 12549661 | 6958 | CYNTHIA MEDINA Allowance | \$199.99 |
| 12549662 | 5055 | METRO 4 CINEMAS Field Trip | \$628.00 |
| 12549663 | 5055 | METRO 4 CINEMAS Field Trip | \$1,000.00 |
| 12549664 | 1004 | MORRISON'S SILKSCREEN Shirts | \$1,540.51 |
| 12549665 | 5321 | NATIONS ROOF Buildings & Improvements | \$36,980.00 |
| 12549666 | 3735 | JUDY NOJI Inst'l Matl's | \$121.47 |
| 12549667 | 6056 | KRISTI OCHOA READY Supplies | \$83.42 |
| 12549668 | 1058 | OFFICE DEPOT Office Supplies | \$355.09 |
| 12549669 | 3192 | OKAPI EDUCATIONAL PUBLISHING I Books | \$1,025.67 |
| 12549670 | 1071 | ORIENTAL TRADING CO. INC. Inst'l Matl's | \$1,922.79 |
| 12549671 | 4791 | PENA PLANETARIUM Study Trip | \$24.00 |
| 12549672 | 3029 | KAREN PETERSON-HULTEN Allowance | \$35.00 |
| 12549673 | 2592 | PRINCETON HEALTH PRESS Textbooks | \$36,514.50 |
| 12549674 | 1700 | R & R PRODUCTS INC. Grounds Supplies | \$571.43 |
| 12549675 | 1211 | RAYMOND HANDLING CONCEPTS INC. Repairs | \$2,533.90 |
| 12549676 | 5456 | RICK'S VENDING Roosevelt Supplies | \$148.70 |
| 12549677 | 1266 | KATHLENE ROSE Allowance/Inst'l Matl's | \$96.42 |
| 12549678 | 1327 | SCHOOL SPECIALTY Warehouse | \$689.88 |
| 12549679 | 4748 | TARYN SCHRECKENGOST Allowance | \$67.50 |
| 12549680 | 1356 | SILVAS OIL COMPANY INC. Fuel | \$764.45 |
| 12549681 | 1392 | SOUTHERN CALIFORNIA EDISON CO. Electricity | \$3,932.44 |
| 12549682 | 2031 | SOUTHWEST SCH & OFFICE SUPPLY Warehouse | \$460.81 |
| 12549683 | 1403 | STANISLAUS FOUNDATION – DENTAL Other Services | \$9,493.27 |
| 12549684 | 6148 | TRANE Maintenance Supplies | \$661.11 |
| 12549685 | 5810 | TROPHY DEPOT INC. Inst'l Matl's | \$76.32 |
| 12549686 | 4114 | TULARE COUNTY OFFICE OF EDUCAT Other Services | \$4,000.00 |
| 12549687 | 4547 | U S SCHOOL SUPPLY Inst'l Matl's | \$235.70 |
| 12549688 | 1558 | VERIZON WIRELESS Telephone | \$429.46 |
| 12549689 | 6952 | KAROLINA VILLARREAL Mileage | \$351.07 |
| 12549690 | 5115 | SHANAE VRYHOF Allowance | \$98.55 |
| 12549691 | 1575 | WALMART COMMUNITY/RFCSLLC Warehouse/Inst'l Matl's | \$1,095.65 |
| 12549692 | 6745 | JUANA ZENDEJAS Inst'l Matl's | \$111.71 |

Total Amount of All Warrants:
\$232,237.44

Credit Card Register For Payments

Dated 05/26/2017

| Document Number | Vendor Number | Vendor Name | Amount |
|--|---------------|--|--------------------|
| 14019691 | 3893 | ALLIED ELECTRIC MOTOR SERV INC Warehouse | \$3,905.40 |
| 14019692 | 273 | CASBO Travel & Conf | \$610.00 |
| 14019693 | 297 | CENTRAL SANITARY SUPPLY Warehouse | \$532.26 |
| 14019694 | 5359 | E & B BULK TRANSPORTATION INC Grounds Supplies | \$250.00 |
| 14019695 | 2463 | JONES SCHOOL SUPPLY CO. INC. Inst'l Matl's | \$1,891.00 |
| 14019696 | 831 | LAKESHORE LEARNING Inst'l Matl's | \$2,170.15 |
| 14019697 | 996 | MONDO PUBLISHING Books | \$311.85 |
| 14019698 | 4878 | QUEST SOFTWARE INC. Equipment/Other Services | \$17,782.14 |
| 14019699 | 1190 | QUINN POWER SYSTEMS Transportation Supplies | \$309.37 |
| 14019700 | 2126 | READ NATURALLY Inst'l Matl's | \$2,673.00 |
| 14019701 | 1214 | REALLY GOOD STUFF Books/Inst'l Matl's | \$195.52 |
| 14019702 | 2524 | ROCHESTER 100 INC. Parent Inv Supplies | \$1,250.00 |
| 14019703 | 2876 | S & S DISCOUNT SPORTS Athletic Supplies | \$1,113.62 |
| 14019704 | 1313 | SCHOLASTIC TEACHERS STORE Books | \$2,040.86 |
| 14019705 | 2173 | US GAMES Athletic Supplies | \$377.71 |
| 14019706 | 898 | WILLIAM V. MACGILL & CO Medical Supplies | \$2,101.03 |
| Total Amount of All Credit Card Payments: | | | \$37,513.91 |

Warrant Register For Warrants

Dated 06/02/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|--|-------------|
| 12550420 | 59 | AMERIPRIDE UNIFORM SERVICES Laundry/Mop/Mat Services | \$297.38 |
| 12550421 | 73 | APPLE INC. Educational Services | \$3,203.15 |
| 12550422 | 6253 | AT&T Telephone | \$38.69 |
| 12550423 | 6628 | AWESOME CHARTERS AND TOURS LLC Transportation | \$5,192.00 |
| 12550424 | 4983 | B & H PHOTO-VIDEO Equipment/Inst'l Matl's | \$1,046.57 |
| 12550425 | 4119 | KRISTINA BALDWIN Mileage | \$191.80 |
| 12550426 | 1690 | BATTERY SYSTEMS Custodial Supplies | \$409.78 |
| 12550427 | 150 | BLINDS ETC. Facilities Matl's | \$1,417.85 |
| 12550428 | 6399 | BOMGAR CORPORATION Other Services | \$3,368.94 |
| 12550429 | 163 | DEBORAH BRAY Study Trip | \$360.00 |
| 12550430 | 4223 | BUTTERFLY & NATURE GIFT STORE Inst'l Matl's | \$69.14 |
| 12550431 | 3822 | LINDSEY CALVILLO Travel & Conf | \$120.00 |
| 12550432 | 4393 | CAROLINA BIOLOGICAL SUPPLY CO Inst'l Matl's | \$47.68 |
| 12550433 | 267 | CORINA CARRERA Mileage | \$35.21 |
| 12550434 | 355 | CDT INC. Other Services | \$167.00 |
| 12550435 | 1667 | CDW GOVERNMENT INC. IT Supplies | \$213.40 |
| 12550436 | 331 | CLASSIC CHARTER Transportation | \$3,383.00 |
| 12550437 | 2943 | COAST ALUMINUM & ARCHITECTURAL Warehouse Matl's | \$500.26 |
| 12550438 | 3426 | TERESA COYT Mileage | \$44.99 |
| 12550439 | 5485 | CREATION ENGINE Software License | \$879.95 |
| 12550440 | 2560 | CRUSHA ELECTRIC MOTOR Maintenance Supplies | \$1,284.96 |
| 12550441 | 6384 | DEL SOL BOOKS Books | \$416.24 |
| 12550442 | 414 | DELL COMPUTER CORPORATION Equipment | \$884.86 |
| 12550443 | 3567 | E.L. ACHIEVE Books | \$1,769.63 |
| 12550444 | 486 | KENNY EGGERT Field Trip | \$480.00 |
| 12550445 | 6661 | ENGINEERING IS ELEMENTARY Inst'l Matl's | \$474.14 |
| 12550446 | 1295 | ERNEST PACKAGING SOLUTIONS Warehouse | \$22,270.92 |
| 12550447 | 506 | ETA HAND2MIND Inst'l Matl's | \$211.33 |
| 12550448 | 6453 | FLOWERS BAKING COMPANY Food | \$1,481.24 |
| 12550449 | 1769 | FRESNO PRODUCE Food | \$17,393.33 |
| 12550450 | 1393 | GAS COMPANY Gas | \$258.28 |
| 12550451 | 4546 | GIGGLETIME TOY CO Inst'l Matl's | \$635.94 |
| 12550452 | 6915 | GO BRAIN Books | \$125.00 |
| 12550453 | 591 | GOLD STAR FOODS Food | \$14,799.10 |
| 12550454 | 2157 | YOLANDA GOMES Rewards | \$34.79 |
| 12550455 | 604 | GRAINGER Maintenance Supplies | \$145.86 |
| 12550456 | 6038 | VERONICA GREVER Mileage | \$79.08 |
| 12550457 | 1902 | HANDWRITING WITHOUT TEARS Books/Inst'l Matl's | \$2,383.45 |
| 12550458 | 686 | JERI HIGDON Other Services | \$138.57 |
| 12550459 | 6926 | THE HOUSTON ZOO Inst'l Consultant | \$250.00 |
| 12550460 | 3015 | INSECT LORE Inst'l Matl's | \$70.05 |
| 12550461 | 6008 | IRESUE REPAIR CENTER Repairs | \$461.70 |
| 12550462 | 4597 | IVS COMPUTER TECHNOLOGY Equipment | \$719.44 |
| 12550463 | 5522 | JEFF MORA'S MOBILE MUSIC & SOU Music | \$350.00 |
| 12550464 | 765 | JOHNSTONE SUPPLY Maintenance Supplies | \$502.03 |
| 12550465 | 801 | KINGS COUNTY MOBILE LOCKSMITH Repairs | \$798.51 |
| 12550466 | 796 | KINGS COUNTY OFFICE OF ED Other Services | \$7,679.36 |
| 12550467 | 3585 | KNOTT'S BERRY FARM Field Trip | \$1,893.50 |

Warrant Register For Warrants

Dated 06/02/2017

| Warrant Number | Vendor Number | Vendor Name | Amount |
|----------------|---------------|--|-------------|
| 12550468 | 820 | SHEILA E KURTZ Mileage | \$91.97 |
| 12550469 | 827 | LA TAPATIA TORTILLERIA INC. Food | \$758.64 |
| 12550470 | 5244 | MAKEMUSIC Software License | \$149.00 |
| 12550471 | 6617 | LESLIE MARAIN Travel & Conf | \$85.56 |
| 12550472 | 1684 | MATH LEARNING CENTER Inst'l Matl's | \$8,815.55 |
| 12550473 | 4704 | KELLEY MAYFIELD Mileage | \$11.88 |
| 12550474 | 1668 | MIDTOWN SPORTS Inst'l Matl's | \$752.63 |
| 12550475 | 6894 | MUSIC AND ARTS CENTER Inst'l Matl's | \$1,650.99 |
| 12550476 | 1058 | OFFICE DEPOT Office Supplies/Warehouse | \$505.36 |
| 12550477 | 5111 | P & R PAPER SUPPLY COMPANY INC Kitchen Supplies | \$3,100.60 |
| 12550478 | 5920 | PANERA BREAD CAFÉ CSEA Lunch | \$67.66 |
| 12550479 | 4088 | ESTHER PHELPS Rewards/Supplies | \$32.09 |
| 12550480 | 1168 | PRODUCERS DAIRY PRODUCTS Food | \$13,119.23 |
| 12550481 | 4511 | DOUG ROSE Maintenance Matl's | \$102.20 |
| 12550482 | 1303 | SAVE MART SUPERMARKETS Food | \$153.37 |
| 12550483 | 1318 | SCHOLASTIC PROFESSIONAL BOOKS Allowance | \$78.00 |
| 12550484 | 1374 | SMART & FINAL STORES (HFD/DO) Supplies | \$280.37 |
| 12550485 | 1801 | SMART & FINAL STORES (HFD/KIT) Food/Kitchen Supplies | \$607.80 |
| 12550486 | 1880 | SOUTH COUNTY SUPPORT SERVICES Other Services | \$338.21 |
| 12550487 | 1401 | STANDARD STATIONERY SUPPLY Warehouse | \$530.25 |
| 12550488 | 1403 | STANISLAUS FOUNDATION – DENTAL Other Services | \$9,437.10 |
| 12550489 | 2188 | SUPPLYWORKS Warehouse | \$20,147.83 |
| 12550490 | 1444 | SYSCO FOODSERVICES OF MODESTO Food | \$20,646.14 |
| 12550491 | 5909 | TAPSPACE PUBLICATIONS LLC. Band Matl's | \$68.65 |
| 12550492 | 1466 | TERMINIX INTERNATIONAL Pest Control | \$397.00 |
| 12550493 | 1466 | TERMINIX INTERNATIONAL Pest Control | \$25.00 |
| 12550494 | 5923 | TREE FROG PRINT SHOP INC. Inst'l Matl's | \$22,836.15 |
| 12550495 | 2138 | THE TREE HOUSE Kitchen Supplies | \$152.08 |
| 12550496 | 5810 | TROPHY DEPOT INC. Inst'l Matl's | \$292.42 |
| 12550497 | 4064 | TULARE COUNTY OFFICE OF ED Inst'l Consultant | \$12,100.00 |
| 12550498 | 1504 | TURF STAR INC. Grounds Supplies | \$710.32 |
| 12550499 | 3154 | UPS Postage | \$41.45 |
| 12550500 | 4494 | ROBERTA VASQUEZ Rewards/Supplies | \$95.04 |
| 12550501 | 1647 | VERITIV OPERATING COMPANY Warehouse Supplies | \$1,158.30 |
| 12550502 | 6952 | KAROLINA VILLARREAL Mileage | \$174.41 |
| 12550503 | 6478 | RIGOBERTO VIVANCO Travel & Conf | \$85.58 |
| 12550504 | 1603 | WESTERN BUILDING MATERIALS Maintenance Matl's | \$1,081.75 |

Total Amount of All Warrants:

\$219,658.68

Credit Card Register For Payments

Dated 06/02/2017

| Document Number | Vendor Number | Vendor Name | Amount |
|--|---------------|--|--------------------|
| 14019756 | 91 | AUTOMATED OFFICE SYSTEMS Repairs/Leases | \$6,689.07 |
| 14019757 | 126 | BEDARD CONTROLS INC.Repairs | \$480.00 |
| 14019758 | 149 | BLICK ART MATERIALS Inst'l Matl's | \$525.76 |
| 14019759 | 179 | BUDDY'S TROPHY SUPPLY Rewards | \$48.26 |
| 14019760 | 6099 | CENTRAL VALLEY GOLF & UTILITY Maintenance Matl's | \$110.79 |
| 14019761 | 529 | FOLLETT SCHOOL SOLUTIONS Books/Inst'l Matl's | \$8,143.27 |
| 14019762 | 4271 | GOLDEN EAGLE CHARTER INC. Transportation | \$2,990.00 |
| 14019763 | 3336 | HOBART CORPORATION Repairs | \$598.47 |
| 14019764 | 708 | HOLT LUMBER INC. Inst'l Matl's | \$131.92 |
| 14019765 | 4514 | HUBERT COMPANY Kitchen Supplies | \$85.55 |
| 14019766 | 5690 | INDOFF INCORPORATED Equipment | \$676.75 |
| 14019767 | 2463 | JONES SCHOOL SUPPLY CO. INC. Inst'l Matl's | \$3,220.09 |
| 14019768 | 806 | KINGS COUNTY TROPHY Rewards | \$2,863.05 |
| 14019769 | 831 | LAKESHORE LEARNING Inst'l Matl's | \$2,753.87 |
| 14019770 | 5934 | PEARSON - CLINICAL ASSESSMENT Software License | \$50.00 |
| 14019771 | 1121 | PERMA-BOUND Books | \$3,236.87 |
| 14019772 | 1147 | POSITIVE PROMOTIONS Inst'l Matl's | \$1,127.54 |
| 14019773 | 1190 | QUINN POWER SYSTEMS Repairs | \$2,604.09 |
| 14019774 | 1278 | S & S WORLDWIDE INC. Inst'l Matl's | \$224.71 |
| 14019775 | 6100 | TULARE POLARIS Maintenance Supplies | \$197.31 |
| 14019776 | 898 | WILLIAM V. MACGILL & CO Medical Supplies | \$364.73 |
| 14019777 | 598 | WINGFOOT COMMERCIAL TIRE SYS Transportation Supplies | \$1,993.27 |
| Total Amount of All Credit Card Payments: | | | \$39,115.37 |

Hanford Elementary School District
Minutes of the Regular Board Meeting
May 24, 2017

Minutes of the Regular Board Meeting of the Hanford Elementary School District Board of Trustees on May 24, 2017 at the District Office Board Room, 714 N. White Street, Hanford, CA.

- Call to Order** President Garcia called the meeting to order at 5:30 p.m. Trustee Hernandez, Revious and Strickland were present. Trustee Garner was absent.
- Closed Session** Trustees immediately adjourned to closed session for the purpose of:
- Conference with Labor Negotiators (GC 54957.6)
- Open Session** Trustees returned to open session at 5:53 p.m.
- HESD Managers Present** Joy C. Gabler, Superintendent, and the following administrators were present: Don Arakelian, Doug Carlton, Debra Colvard, David Endo, David Goldsmith, Jaime Martinez, Karen McConnell, Jill Rubalcava and Jay Strickland.

Labor Negotiators No action was taken by the Board.

Public Comments None

Board and Staff Comments None

Requests to Address the Board None

Dates to Remember President Garcia reviewed dates to remember: Holiday-Memorial Day on May 29th; JHS Promotions on June 6th at 10:00 a.m.; End of 3rd Trimester on June 7th; Last Day of School on June 7th

Mini-grant Presentation Henry Ralston, 6th grade teacher at Hamilton, stated they utilized the HESD Educational Foundation mini-grant funds to create an imagination station using a 3-D printer. Henry believes this is the first step towards an engineering and designing community at Hamilton. They utilized Henry's classroom during lunch on Fridays as their own makerspace. Before the students got to design, they brainstormed. One group focused on health related issues like prosthetics. They watched a YouTube video regarding the golden eagle that lost its beak. Another group focused on classroom related issues like name tags and book shelves. Once the students decided what they wanted to create, they started drawing their designs. Henry showed a video of the 3-D printer at work. The awesome achievement recognition went to 5th grade SDC for their book holder invention. They designed it so it sits on your shoulders, it will hold the book in front of you, and the students also discussed potential problems they can face with the book shelf. Henry pointed out 11 ways 3D printing can be used in education. He brought with him some samples of 3d printings: the Temple of Athena, the Statue of Athena, a ladybug ring and a poster folder. The students and the staff thanked the Board and HESD Educational Foundation committee for the grant.

Mini-grant Presentation Josie Bustos-Pelayo, 6th – 8th grade teacher at Jefferson, stated they utilized the HESD Educational Foundation mini-grant funds to attend the Arte Americas Museum. Josie

showed a PowerPoint with pictures from the students at the museum. A total of 50 students got to attend in two groups. One of the first murals they got to see was a new piece from Francisco Letelier and Mauro Carrera. The students got to learn the history of it. As they walked through the museum they got to see different kinds of art and witness creativity. The students got to participate in a workshop/craft time with Diana Gaspar. They created dream catchers. Diana explained to them the history of dream catchers. It was a great cultural experience for them and they had a lot of fun doing them. At the end of the tour they got to have lunch at The Plazita. The student also got to display their art at takeover Thursday in downtown Hanford. Josie and the students thanked the Board and Educational Foundation for their support and the grant.

CONSENT ITEMS

Trustee Revious made a motion to take consent items "a" through "g" together. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Revious then made a motion to approve consent items "a" through "g". Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

The items approved are as follows:

- a) Warrant listings dated 5/5/17 and 5/12/17.
- b) Minutes of Regular Board Meeting 5/10/17.
- c) Interdistrict transfers as recommended.
- d) Donation of \$775.50 from Jefferson PTC.
- e) Donation of \$64.40 from Box Top Education.
- f) Donation of \$5,992.69 from Simas PTC.
- g) Donation of \$1,000.00 from Kohl'.

Trustee Garcia recognized the donations.

INFORMATION ITEMS

2016-17 District/Board Goals

Joy C. Gabler, Superintendent, provided an update on progress made toward the 2016-17 District/Board Goals with a PowerPoint presentation. The presentation highlighted HESD and Board goals and how they align with the Local Control Accountability Plan (LCAP). Joy reviewed the five goals gave points on how each goal is being met.

Local Indicator Tool for LCAP

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the results from the HESD Local Indicator Tool for LCAP State Priority 2. The HESD Local Indicator Tool for LCAP measures the District's implementation of the State academic standards. It's a self-assessment tool. Joy Gabler, Doug Carlton, and Jill Rubalcava rated the district by studying the Districts progress. Doug Carlton reviewed the ratings for State Priority 2 Implementation of Standards.

2016-17 Parent Survey

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information the results from the 2016-17 HESD Parent Survey. The survey provides parents with the opportunity to indicate their level of satisfaction with the District's services and programs, the instruction their students receive, and home/school communication. We have around 6,000 students and we received more than 4,000 surveys back. This allowed for a comprehensive survey. Parents are overwhelmingly happy with the education their children receive. The survey shows positive results for each subject.

PAC #3

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information a report from the Parent Advisory Committee Meeting (PAC) held on March 14, 2017 (for meeting #3). The PAC advises the Board on the Local Control Accountability Plan (LCAP). The PAC received for information an overview of the California School Dashboard, an overview of the California's new school accountability model, key differences between the previous model and the new system, State and local indicators and color coded performance levels, and explanation of the growth model. The PAC recommended they continue to receive updates on California's new school accountability model, that they continue to receive information on the district's Local Control Accountability Plan, and the PAC provided input by taking the Hanford Elementary Technology Survey.

PAC #4

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information a report from the Parent Advisory Committee Meeting held on April 25, 2017 (for meeting #4). The PAC received for information on suspension rates, expulsion rates, no middle school dropout rate, attendance rate, and chronic absenteeism rate. They also received information on direct supports/services for students that impact these rates: Learning Directors, Registered Nurses, Licensed Vocational Nurses, Counselors, Students Specialists, Vice-Principals, Child Welfare and Support, Community Day School, School Resource Officers and Yard Supervisors. The PAC approved the report to the Board from Meeting 4. They recommend we continue to provide the PAC with information on metrics relating to school climate, continue to provide the PAC with information on the Local Control Accountability Plan, and continue to provide services to students that impact the suspension, expulsion, middle school dropout, attendance, and chronic absenteeism rates.

DELAC #3

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on March 15, 2017 (for meeting #3). The DELAC advises the Board on the educational programs and services for English learners, the LCAP, and the District's annual needs assessment. The DELAC received for information and overview the California School Dashboard and teacher credentialing requirements and the numbers of fully credentialed teachers in the district. The DELAC recommended that they continue to receive information and updates on the California's new accountability system. The DELAC approved the report to the Board of Trustees Meeting from meeting #3. The DELAC provided input by taking the Hanford Elementary Technology Survey.

DELAC #4

Doug Carlton, Director of Program Development, Assessment & Accountability, presented for information a report from the District English Learner Advisory Committee (DELAC) for the meeting held on April 26, 2017 (for meeting #4). The DELAC received for information the HESD 2016-17 Parent Survey, implementation of the district's designated English language development program, written notifications that are mailed home annually to parents of English learners, changes to California's English

learner assessment system, the district's parent involvement policy, and the annual language census. The DELAC recommended to continue conducting the HESD Parent Survey yearly and continue to report the results to the DELAC, implement according to State requirements the new assessment system for ELs, continue to notify parents of EL students' results of these assessments, continue to implement BP6020 without changes and continue to conduct the annual language census and report the results to the DELAC.

- BP 6144** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Board Policy:
- BP 6144 – Controversial Issues
- BP 6152** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Board Policy:
- BP 6152 – Class Assignment
- BP 6161.11** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Board Policy:
- BP 6161.11 – Supplementary Instructional Materials
- AR 6162.51** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Administrative Regulation:
- AR 6162.51 – State Academic Achievement Tests
- BP/AR 6162.6** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Board Policy and Administrative Regulation:
- BP /AR 6162.6 – Use of Copyrighted Materials
- AR 3600** Jill Rubalcava, Assistant Superintendent to Curriculum and Instruction & Professional Development, presented for information the following revised Administrative Regulation:
- AR 3600 – Consultant

BOARD POLICIES AND ADMINISTRATION

- Resolution #30-17** Trustee Strickland made a motion to adopting Resolution #30-17: Regarding Absent Board Member Compensation. Trustee Revious seconded; motion carried 3-0:
Garcia – Yes
Hernandez – Abstain
Revious – Yes
Strickland – Yes
- MOU Teresa A. Jaquez** Trustee Strickland made a motion to approve the Memorandum of Understanding (MOU) between Teresa A. Jaquez, LMFT and Hanford Elementary School District for the purpose of funding and providing educationally related mental health services to specific students with needs. of Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

- SMAA** Trustee Strickland made a motion to approve to continue contracting with Madera County Superintendent of Schools in coordination of School-base Medi-Cal Administrative Activities (SMAA) medi-cal billing. Trustee Hernandez seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- Krazan & Associates, Inc.** Trustee Hernandez made a motion to approve the consultant agreement with Krazan & Associates, Inc., for the Monroe Administration & Library Building project. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- Heinemann** Trustee Strickland made a motion to approve the consultant contract with Heinemann for custom professional development with Dan Feigelson to provide professional development in the area of English Language Arts for teachers on August 9th. Trustee Hernandez seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- Phyllis Hostmeyer** Trustee Hernandez made a motion to approve the consultant contract with Phyllis Hostmeyer for custom professional development provided for teachers on august 10th. Trustee Revious seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- TCOE** Trustee Revious made a motion to approve the consultant contract with TCOE, Jared Marr. Jared will provide ongoing planning support and in-class coaching to Junior High School teachers in the area of next generation science standards. Trustee Strickland seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- Heinemann** Trustee Strickland made a motion to approve the consultant contract with Heinemann for custom professional development with Nancy Steineke to provide professional development in the area of English Language Arts for teacher on August 9th. Trustee Hernandez seconded; motion carried 4-0:
Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes
- Steve Dunn** Trustee Hernandez made a motion to approve the consultant contract with Steve Dunn

for custom professional development to provide professional development in teaching writing strategies for teachers on August 10th. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Corwin

Trustee Strickland made a motion to approve the consultant contract with Corwin, PD Solutions. Dr. Jessica Hannigan. This will allow for 3 full days of PD for teams at Richmond, Hamilton, Washington, and Lincoln schools. The purpose is to equip teachers, administrators, and support staff in developing school-wide systems to teach and support positive behavior. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

TCOE/Migrant Region VIII

Trustee Hernandez made a motion to approve the Agency Agreement and Memorandum of Understanding for Migrant Summer School programs operated by the TCOE/Migrant Region VIII. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

CSEA's Initial Proposal

Trustee Strickland made a motion to approve the Classified School Employees Association's (CSEA's) initial proposal for a successor agreement between Hanford Elementary School District and CSEA, beginning with the 2017-18 school year. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

HESD's Initial Proposal

Trustee Revious made a motion to approve the Hanford Elementary School District's (HESD's) initial proposal for a successor agreement with Classified School Employees Association (CSEA), beginning with the 2017-2018 school year. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP/AR 3311

Trustee Revious made a motion to approve the revised Board Policy and Administrative Regulation 3311 – Bids. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP/AR 3311.1

Trustee Hernandez made a motion to approve the new Board Policy and Administrative Regulation 3311.1 – Uniform Public Construction Cost Accounting Procedures. Trustee

Revious seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

AR 3311.4

Trustee Hernandez made a motion to approve the new Administrative Regulation 3311.4 – Procurement of Technological Equipment. Trustee Strickland seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

E 3553

Trustee Hernandez made a motion to approve the revised Exhibit 3553 – Free and Reduced Meals. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

BP 3600

Trustee Strickland made a motion to approve the revised Board Policy 3600 – Consultants. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

PERSONNEL

Trustee Garcia congratulated Jason Strickland for his new assignment as Director of School Climate, Child Welfare, and Attendance.

Trustee Strickland made a motion to take Personnel items “a” through “j” together. Trustee Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Trustee Strickland then made a motion to approve Personnel items “a” through “j”. Trustee Hernandez seconded; the motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

***Item “a” –
Employment***

Certificated, effective 8/8/17

- Alicia McGovern, Teacher, Probationary

Temporary Employees/Substitutes/Yard Supervisors

- Sandy Barton, Substitute Account Clerk I and II, Food Service Worker I and II Food Service Utility Worker, effective 5/15/17

***Item "b" –
Short-term
Employment***

**CLASSIFIED STAFF – Extended Learning Opportunities
Migrant Program at Jefferson School**

- Maria Prado, Bilingual Health Care Assistant – 5.0 hrs., Jefferson, effective 6/26/17 to 6/29/17

Summer Enrichment Program at John F. Kennedy Junior High School

- Yadira Castrejon Granados, Bilingual Clerk Typist II – 5.5 hrs., Kennedy, effective 6/12/17 to 7/12/17
- Robert Leon, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/28/17 to 7/12/17
- Diane Molina, Bilingual Student Specialist – 5.5 hrs., Kennedy, effective 6/12/17 to 6/27/17

Special Education Extended School Year at Lee Richmond School

- Melody Cantrell, Special Education Aide – 5.75 hrs., Richmond, effective 6/12/17 to 6/29/17

***Item "c" –
Resignations***

- Angelica Acevedo, Food Service Worker II – 2.5 hrs., Wilson, effective 5/12/17
- Alexsandra Chavez, Substitute Alternative Education Program Aide, READY Program Tutor, Special Education Aide and Yard Supervisor, effective 2/28/17
- Juana De La Cruz-Moran, Food Service Worker II – 2.5 hrs., Kennedy, effective 5/12/17
- Maria Herrera Gamboa, Substitute Yard Supervisor, effective 2/28/17
- Briana Mattos, Health Care Assistant – 6.0 hrs., Hamilton, effective 5/10/17
- Dallas Sanders, READY Program Tutor – 4.5 hrs., King, effective 6/7/17

***Item "d" –
Promotion/Transfer***

- Tiffany Maline, from Substitute Telephone Clerk – 5.0 hrs., Human Resources to Administrative Secretary II – 8.0 hrs., Program Development Assessment and Accountability, effective 6/19/17
- Jason Strickland, from Principal, Kennedy to Director of School Climate, Child Welfare, and Attendance, District Office, effective 7/1/17

***Item "e" – P
Temporary Out of
Class
Assignment/Transfer***

- Christopher Martin, from Groundskeeper II – 8.0 hrs., Grounds/DSF to Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF, effective 04/25/17 to 06/20/17
- Ron Riso, from Warehouse/Reprographic and Mail Technician – 8.0 hrs., Warehouse/DSF to Heating, Ventilation & Air Conditioning Specialist – 8.0 hrs., Maintenance/DSF, effective 04/25/17 to 06/20/17

***Item "f" –
Voluntary
Transfer***

- Tonya Sims, Food Service Worker I – 3.5 hrs., from King to Roosevelt, effective 5/12/17

***Item "g" –
Administrative
Transfer/More
Hours***

- Norma Navarrete, Food Service Worker I – from 3.25 hrs., Roosevelt to 3.5 hrs., King, effective 5/12/17

***Item "h" – Leave
of Absence***

- Joyce Martinez, Yard Supervisor – 2.5 hrs., Washington, effective 4/26/17 to 5/24/17, medical

***Item "i" – Job
Description***

- Director of School Climate, Child Welfare, and Attendance (revised and retitled)

**Item "j" –
Volunteers**

| <u>Name</u> | <u>School</u> |
|-------------------|---------------|
| Thomas Davis | Jefferson |
| John Calhoun | King |
| Jeannette Stevens | King |
| Miguel Vega | Simas |

FINANCIAL

General Trustee Revious made a motion to approve the contract with Vavrinek, Trine, Day &
Obligation Bond Co., for general obligation bond performance/financial audit services. Trustee Strickland
Performance/Financial Audit seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Mobile Modular Trustee Hernandez made a motion to approve the 2-year lease agreements with Mobile
Modular for portable classroom leases. Trustee Revious seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Resolution #29-17 Trustee Strickland made a motion to adopt Resolution #29-17: State Building Funds
Application for Monroe's Library and Administration Building. Trustee Revious seconded;
motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Resolution #34-17 Trustee Strickland made a motion to adopt Resolution #34-17: California Environmental
Quality Act (CEQA) Exemption for Monroe Library and Administration Building. Trustee
Hernandez seconded; motion carried 4-0:

Garcia – Yes
Hernandez – Yes
Revious – Yes
Strickland – Yes

Adjournment There being no further business, President Garcia adjourned the meeting at 7:05 p.m.

Respectfully submitted,

Joy C. Gabler,
Secretary to the Board of Trustees

Approved:

Robert Garcia, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Dr. Cruz Sanchez-Leal, MLK **DATE:** 5/15/17**FOR:** ☒ Board Meeting
☐ Superintendent's Cabinet**FOR:** ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Consider approval of donation to MLK from Box Tops for education**PURPOSE:** Instructional supplies**FISCAL IMPACT:** \$106.40**RECOMMENDATION:** Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

Agenda Request Form**TO:** Joy Gabler**FROM:** Dr. Cruz Sanchez-Leal, MLK **DATE:** 5/15/17**FOR:** ☒ Board Meeting
☐ Superintendent's Cabinet**FOR:** ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Consider approval of donation to MLK from Edison International**PURPOSE:** Instructional supplies**FISCAL IMPACT:** \$720.00**RECOMMENDATION:** Accept donation.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

PUBLIC HEARING - 2017-2018 Hanford Elementary School District Local Control Accountability Plan (LCAP)

PURPOSE:

Included for your review is a copy of the proposed 2017-2018 Hanford Elementary School District LCAP that will be reviewed during the public hearing. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

FISCAL IMPACT:

There fiscal impact are detailed in the LCAP and will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Doug Carlton

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

PUBLIC HEARING - 2017-2018 Jefferson Charter School Local Control Accountability Plans (LCAP)

PURPOSE:

Included for your review is a copy of the proposed 2017-2018 Jefferson Charter School LCAP that will be reviewed during the public hearing. The LCAP is a document that details how school districts are addressing the State's eight priority areas with the augmented funding the State provides for disadvantaged students (English learners, foster youth, and economically disadvantaged).

FISCAL IMPACT:

There fiscal impact are detailed in the LCAP and will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/30/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/17

ITEM: Receive the following revised Board Policy for information:

- BP 1160 – Political Processes

PURPOSE: The following Board Policy reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

Political Processes

BP 1160

Community Relations

~~The Board of Trustees~~ The Governing Board has a responsibility to actively advocate fiscal and public policy that supports the district's schools and the children in the community. ~~To the extent possible, the~~ The Board shall be proactive in defining the district's advocacy agenda based on the district's vision and goals and the needs of the district and ~~the direction set forth~~ community. The Board's advocacy efforts shall be conducted in the district's vision and goals accordance with legal requirements.

~~The Board may establish reasonable regulations related to Board members and employees engaging in political activity during working hours and on district premises. (Education Code 7055)~~

~~The Board's responsibility as an advocate for the district may include lobbying at the state and national levels.~~

~~Because local governments also make decisions which impact the district's schools, the Board and the Superintendent or designee shall work to establish ongoing relationships with city and county officials and agencies, and shall inform them of the potential effect of local issues on the schools.~~

~~The Board shall identify issues that will affect its schools and the children in its community, establish goals and priorities for legislative advocacy, solicit community input and adopt legislative positions. The Superintendent or designee shall establish a coordinated plan for carrying out the advocacy agenda, including specific activities, target groups or individuals, staff responsibilities and timelines.~~

~~In order to strengthen legislative advocacy efforts, the district may work with organizations and coalitions and may join associations whose representatives lobby on behalf of their members.~~

~~As necessary, the Superintendent or designee may draft legislative proposals which serve the district's interests.~~

~~The Board may provide fair and impartial information about legislative issues affecting schools and children and shall inform the community about its legislative advocacy activities. However, the Board shall not urge the public to lobby the legislature on behalf of the district.~~

Ballot Measures/Candidates-

~~The Board may study the potential effect of ballot measures on the district's schools. Any Board discussion of the effect of such measures shall include an opportunity for Board members, staff and members of the public to speak on all sides of the issue. Following such study, the Board may adopt positions in support of or in opposition to ballot measures of importance to education.~~

~~The Board's positions shall be publicized only through normal district procedures for reporting Board actions and in a manner that does not attempt to influence voters.~~

~~(cf. 9323—Meeting Conduct)—~~

No district funds, services, supplies, or equipment shall be used to urge the support or defeat of any ballot measure or candidate, including any candidate for election to the Board. (Education Code 7054)

~~District resources shall not be used to disseminate campaign literature or to purchase advertisements, bumper stickers, posters or similar promotional items that advocate an election result.~~

The Board may discuss and study the potential effect of proposed or qualified ballot measures on the district's schools at an open and agendized Board meeting. The Board's discussion of the effect of such measures shall include an opportunity for staff and members of the public to speak on all sides of the issue. At that meeting, the Board may adopt a position or resolution in support of or in opposition to a ballot measure. The language in any resolution adopted by the Board shall not urge the public to take any action regarding the measure.

The Board's position on a ballot measure, including any resolution, shall be publicized only through normal district procedures and consistent with regular district practice for reporting Board actions. Such publicity shall be for informational purposes and shall not attempt to influence voters.

The Superintendent or designee may use district resources to provide students, parents/guardians, and community members with fair and impartial information related to ballot measures, including information about the impact of ballot measures on the district. (Education Code 7054)—

In preparing or distributing such ~~information~~informational material, the Superintendent or designee shall analyze the material to help ensure that ~~the totality~~it is an appropriate informational activity, provides a fair analysis of the ~~circumstances, including language, style, tenor~~issues, and ~~timing~~, does not ~~expressly~~ advocate passage or defeat of a measure or candidate.

District resources, including email or computer systems, shall not be used to disseminate campaign literature. In addition, district resources shall not be used to purchase advertisements, bumper stickers, posters, or similar promotional items that advocate an election result or urge voters to take any action in support of or in opposition to a measure.

Political activity related to district bond measures shall, in addition to the above, be subject to the following conditions:

1. The Superintendent or designee may research, draft, and prepare a district bond measure or other initiative for the ballot, but shall not use district resources to ~~secure signatures in order to qualify the measure~~ influence voters or otherwise campaign for the ~~ballot~~ measure.

2. Upon request, Board members and district administrators may appear at any time before a citizens' group to explain why the Board called for an election on a bond measure and to answer questions. (Education Code 7054.1)–

If the presentation occurs during working hours, the ~~employee representing the~~ district representative shall not urge a citizens' group to vote for or against the bond measure.–

3. The Board or any individual Board member may file a written argument for the ballot that is either for or against any school measure. (Elections Code 9501)

Legislation

The Board's responsibility as an advocate for the district may include lobbying and outreach at the state, national, and local levels. The Board and Superintendent or designee shall work to establish and maintain ongoing relationships with elected officials, community leaders, and the media in order to communicate district positions and concerns.

The Board and Superintendent shall develop an advocacy action plan to define expectations and responsibilities. This plan may include, but is not limited to, legislative priorities, strategies for outreach to the media and community, development of key messages and talking points, and adoption of positions on specific legislation, regulations, or budget proposals.

In order to strengthen legislative advocacy efforts, the district may work with organizations and coalitions and may join associations whose representatives lobby on behalf of their members in accordance with Government Code 53060.5.

The district may provide fair and impartial information about legislative issues affecting schools and children and shall inform the community about its advocacy activities. However, informational materials about legislation shall not urge the public to lobby the legislature, Governor, or state agencies on behalf of the district.

As necessary, the ~~For informational purposes, the Superintendent or designee may conduct a poll related to a ballot issue. Such a poll shall not advocate a particular position on the issue.~~ Board may direct the Superintendent or designee to draft legislative or regulatory proposals which serve the district's interests.

Legal Advocacy

The Board recognizes that some issues are more appropriately addressed judicially rather than legislatively. When a legal issue is likely to set a state or national precedent, the district may join with other districts or parties in order to ~~challenge~~resolve the issue through litigation or other appropriate means.

Political Forums

Forums on political issues may be held in district facilities as long as the forum is made available to all sides of the issue on an equitable basis. (Education Code 7058)

Legal Reference:

EDUCATION CODE

[7050-7058 Political activities of school officers and employees, including:](#)

7054 Use of district property

7054.1 Requested appearance

~~[7055 Local rules](#)~~

7056 Soliciting or receiving political funds

~~[7058 Use of forum](#)~~

35160 Authority of ~~Board of Trustees~~governing boards

35172 Promotional activities

[ELECTIONS CODE](#)

[9501 School district elections, arguments for or against a measure](#)

GOVERNMENT CODE

~~[50023 Attending legislature to support or oppose legislation](#)~~

[8314 Unlawful use of state resources](#)

53060.5 Attendance at legislative body; expenses

54953.5 Right to record proceedings

54953.6 Broadcasts of proceedings

81000-91015 Political Reform Act, [including:](#)

[82031 Definition of independent expenditure](#)

[CODE OF REGULATIONS, TITLE 2](#)

[18600-18640 Lobbyists](#)

[18901.1 Campaign related mailings sent at public expense](#)

COURT DECISIONS

[Vargas v. City of Salinas, \(2009\) 46 Cal. 4th 1](#)

[Santa Barbara County Coalition Against Automobile Subsidies v. Santa Barbara County](#)

[Association of Governments, \(2008\) 167 Cal.App.4th 1229](#)

[Yes on Measure A v. City of Lake Forest, \(1997\) 60 Cal.App.4th 620](#)

~~[Stanson v. Mott, \(1976\) 17 Cal. 3d 206](#)~~

~~[Miller v. Miller, \(1978\) 87 Cal.App.3d 762](#)~~

~~League of Women Voters v. Countywide Criminal Justice Coordination Committee, (1988) 203 Cal.App.3d 529, 250 Cal. Rptr. 161, rev.den.~~

Choice-in-Education League et al v. Los Angeles Unified School District, (1993) 17 Cal.App.4th 415

League of Women Voters v. Countywide Criminal Justice Coordination Committee, (1988) 203 Cal.App.3d 529

Miller v. Miller, (1978) 87 Cal.App.3d 762

Stanson v. Mott, (1976) 17 Cal. 3d 206

~~Yes on Measure A v. City of Lake Forest, (1997) 60 Cal.App.4th 620~~

~~Seherer v. Buchanan, First Appellate District, Civil No. A076648~~

ATTORNEY GENERAL OPINIONS

88 Ops.Cal.Atty.Gen. 46 (2005)

73 Ops.Cal.Atty.Gen. 255 (1990)

Management Resources:

OFFICE OF LEGISLATIVE COUNSEL

Advice letter #7837, March 18, 1996 (use of public funds to publicize board positions)

FAIR POLITICAL PRACTICES COMMISSION

FPPC No. 93/345 (1996)

CSBA PUBLICATIONS

Political Activities Legal Guidelines: Use of School Districts: Public Resources for Ballot Measures and Candidates, Fact Sheet, February 2011

Legal Guidelines for Lobbying Activity, Fact Sheet, February 2011

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Legal Issues, 1998 Associated with Use of Public Resources and Ballot Measure Activities, June 2010

~~Maximizing School Board Leadership: Community Leadership, 1996~~

WEB SITES

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

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute for Local Government: <http://www.ca-ilg.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: September 15, 1999 Hanford, California

reviewed: May 16, 2001

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/30/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/17

ITEM: Receive the following revised Board Policy & Administrative Regulation for information:

- BP & AR 1230 – School-Connected Organizations

PURPOSE: The following Board Policy and Administrative Regulation reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

School-Connected Organizations

BP 1230

Community Relations

The Governing Board recognizes that parents/guardians and community members may wish to organize parent organizations and/or booster clubs for the purpose of supporting the district's educational program and/or extracurricular programs. ~~such as athletic teams, debate teams, and musical groups.~~ The Board appreciates the contributions made by such organizations toward the Board's vision for student learning and for providing all district students with high-quality educational opportunities.

~~supports such~~ (cf. 0200 - Goals for the School District)
(cf. 6020 - Parent Involvement)

A school-connected organization, including a booster club, parent-teacher association or organization, or other organization that does not include an associated student body or other student organization, shall be established and maintained as a separate entity from the school or district. Each school-connected organization shall be subject to its own bylaws and operational procedures or to the rules or bylaws of its affiliated state or national organization, as applicable.

In addition, activities by school-connected organizations shall be conducted in accordance with law, Board policies, administrative regulations, and any rules of the sponsoring school. ~~and welcomes parental interest and participation. Parent/guardian clubs shall be especially careful not to seek advantages for the activities they support if those advantages might be detrimental to the entire school program.~~

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3290 - Gifts, Grants and Bequests)
(cf. 3554 - Other Food Sales)
(cf. 5030 - Student Wellness)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

~~The Board requires parent/guardian clubs to have a written statement of purpose and bylaws. The Board recognizes that these organizations are independent of the school or district. In order to protect the district and students, the Superintendent or designee shall establish appropriate rules~~ controls ~~for the relationship between school-connected~~ such organizations and the district.

A school-connected organization shall obtain the written approval of the Superintendent or

designee prior to soliciting funds upon the representation that the funds will be used wholly or in part for the benefit of a district school or the students at that school. (Education Code 51521)

(cf. 1321 - Solicitation of Funds from and by Students))–

~~(cf. 1330 - Use of School Facilities)~~

(cf. 3452 - Student Activity Funds)

A school-connected organization may consult with the principal to determine school needs and priorities.

Any participation in fundraising activities by students and their parents/guardians and/or any donation of funds or property shall be voluntary. (Education Code 49011)

(cf. 3260 - Fees and Charges)

~~3290 – Gifts, Grants and Bequests)~~

~~Groups desiring to be recognized as school-connected organizations shall request authorization from the Board in accordance with conditions established in administrative regulations.~~

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

35160 Authority of governing boards

38130-38138 Civic Center Act, 38131 Use of civic center by public

38134 Groups which may use of school property for public purposes facilities without charge

48931 Authorization for sale of food by student organization

48932 Authorization for fund-raising activities by student organization

49011 Student fees

49431-49431.7 Nutritional standards

51520 Prohibited solicitation on school premises

51521 Fund-raising project

BUSINESS AND PROFESSIONS CODE

17510-17510.95 Solicitations for charitable purposes

25608 Alcohol on school property; use in connection with instruction

GOVERNMENT CODE

12580-12599.7 Fundraisers for Charitable Purposes Act

PENAL CODE

319-329 Lottery, raffle

CODE OF REGULATIONS, TITLE 5

4900-4965 Nondiscrimination in elementary and secondary education programs

15500 Food sales in elementary schools

15501 Food sales in high schools and junior high schools

15575-15578 Requirements for foods and beverages outside the federal meals program

CODE OF REGULATIONS, TITLE 11

[300-312.1 Fundraising for charitable purposes](#)
[UNITED STATES CODE, TITLE 20](#)
[1681-1688 Discrimination based on sex or blindness, Title IX](#)
[CODE OF FEDERAL REGULATIONS, TITLE 7](#)
[210.11 Competitive food services](#)
[220.12 Competitive food services](#)
[COURT DECISIONS](#)
[Serrano v. Priest, \(1976\) 18 Cal. 3d 728](#)

Management Resources:

[FISCAL CRISIS AND MANAGEMENT ASSISTANCE TEAM PUBLICATIONS](#)
[2015 ASB Accounting Manual, Fraud Prevention Guide and Desk Reference](#)
[WEB SITES](#)
[CSBA: http://www.csba.org](#)
[California Office of the Attorney General, charitable trust registry:](#)
[http://caag.state.ca.us/charities](#)
[California State PTA: http://www.capta.org](#)
[Fiscal Crisis and Management Assistance Team \(FCMAT\); http://www.fcmat.org](#)

~~CDE LEGAL ADVISORIES~~

~~1101.89 School District Liability and "Hold Harmless" Agreements, LO: 4-89~~

Policy HANFORD ELEMENTARY SCHOOL DISTRICT
 adopted: April 5, 2006 Hanford, California
[revised:](#)

Hanford ESD

Administrative Regulation

School-Connected Organizations

AR 1230

Community Relations

Request A school-connected organization's request for authorization to function as a school-
Parent/Teacher / Booster Club within the Hanford Elementary School District operate within the
district or at a district school shall contain the following, as appropriate:

1. The name and purpose of the organization.
2. The date of application ~~(Parent Corp Board of Directors annual general meeting date).~~
3. Bylaws, rules, and procedures under which the organization will operate, including
procedures for maintaining the organization's finances, membership qualifications, if any, and an
agreement that the group will not engage in unlawful discrimination

(cf. 0410 - Nondiscrimination in District Programs and Activities)
4.
3. ~~The names, addresses, and phone numbers of all current officers.~~
4. ~~The date of the last Parent Teacher Club/Booster Club annual general meeting.~~
5. A list of specific annual objectives ~~to assist the school organization.~~
6. An agreement to grant the district the right to audit the group's financial records, either by
district personnel or a certified public accountant, whenever any concern is raised regarding the
use of the funds
7. The name of the bank where the group's organization's account will be located and the
names of — those authorized to withdraw funds.
78. The signature of the ~~school~~ principal of the supporting ~~the request for~~
~~authorization.school~~
9. Planned use for any money remaining at the end of the year if the organization is not
continued or authorized to continue in the future
10. An agreement to provide evidence of liability and/or directors and officers insurance
when and in the manner required by law

(cf. 1330 - Use of School Facilities)

Authorizations shall be submitted to the Parent Corp and automatically renewed each year with the attendance of a school site Parent Teacher Club/Booster Club representative at the annual HESD Parent Corp Board of Directors Meeting. The Superintendent may recommend that authorizations be revoked by the Board if considered necessary.

Any program, fund-raiser or other activity sponsored by Parent Teacher Club/Booster Club shall be authorized by the Superintendent or designee and conducted according to Board policy, administrative regulations and school rules. Announcements of events and related parent/guardian permission slips shall clearly indicate that the activity or event is sponsored by the Parent Teacher Club/Booster Club, not by the school or district, and must be approved by the school site principal.

(cf. ~~3541.1 - Transportation for School-Related Trips~~)

~~Parent/guardian clubs~~

Each school-connected organization shall abide by the following rules:

1. The organization shall not hire or act as an agent of the district employees without school.
2. The organization shall not use the district's tax-exempt status and identification number. It shall be responsible for its own tax status, accounting, internal controls, financial reporting, retention of records, and other operations.
3. Funds of the school-connected organization shall not be co-mingled with district funds, including associated student body funds.
4. The organization shall not hire or directly pay any district employee. If a school-connected organization wishes to pay for additional and/or extracurricular services, the person to provide the services shall be hired through the district's personnel department, provided the Board approves the position. At their discretion, employees may volunteer to perform activities for school-connected organizations during nonworking hours.

School-connected organizations shall present the Superintendent or designee an annual financial statement showing all expenditures and all income from fund-raisers. School-connected organizations automatically grant the district the right to audit their financial records at any time, rather by district personnel or by a CPA.

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~approved: April 5, 2006 — Hanford, California 4127/4227/4327 - Temporary Athletic Team Coaches)~~

(12/90 7/07) 5/16

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/30/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/17

ITEM: Receive the following revised Board Policy for information:

- BP 2121 – Superintendent's Contract

PURPOSE: The following Board Policy reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

Superintendent's Contract

BP 2121

Administration

~~The Board of Trustees~~The Governing Board believes that the Superintendent's employment contract should outline the framework through which the Board and Superintendent are to work together to achieve district goals and objectives. –When approving the Superintendent's employment contract, the Board shall consider the need for stability in district administration and shall ensure the best use of district resources.

(cf. 0200 - Goals for the School District)

(cf. 2120 - Superintendent Recruitment and Selection)

(cf. 4312.1 - Contracts)

(cf. 9000 - Role of the Board)

The contract shall be reviewed by the district's legal counsel and shall, at a minimum, include the following:

1. The general duties and responsibilities of the position

(cf. 2110 - Superintendent Responsibilities and Duties)

~~2. The duration~~Term of the contract, which shall be for no more than four years pursuant to Education Code 35031

~~3. The salary,~~3. Length of the work year and hours of work

~~4. Salary, health and welfare~~ benefits, and other compensation for the position

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

5. Reimbursement of work-related expenses, including mileage reimbursement, consistent with Board policies, regulations, and guidelines applicable to other professional administrative staff

(cf. 3350 - Travel Expenses)

The contract may also address payment for professional dues and activities, the district's provision of cell phones or other technological devices, and the Superintendent's use of his/her personal vehicle.

(cf. 4040 - Employee Use of Technology)

6. Vacation, illness and injury leave, and personal leaves

(cf. 4161/4261/4361 - Leaves)

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

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

(cf. 4161.5/4261.5/4361.5 - Military Leave)

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

General criteria7. Criteria, process, and procedure for annual evaluation and of the conditions for reemploymentSuperintendent

(cf. 2140 - Evaluation of the Superintendent)

5. The8. A statement that any subsequent increase in the Superintendent's salary shall be at the sole discretion of the Board

9. Timeline for providing written notice to the Superintendent if the Board does not wish to enter into a new contract, which shall be at least 45 calendar days in advance of the expiration of the term of the contract pursuant to Education Code 35031, and the responsibility of the Superintendent to remind the Board in writing and in a timely manner of the requirement to give notice

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

10. Conditions and process for termination of the contract, including the maximum cash settlement that the Superintendent may receive upon termination of the contract is terminated prior to its expiration date

The Board shall deliberate in the closed session of a regular meeting about the terms of the contract. (Government Code 54956, 54957)

11. Matters related to liability and indemnification against demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his/her official capacity in the performance of duties related to his/her employment

The Board may deliberate about terms of the contract in closed session at a regular meeting. However, discussions regarding the salary, salary schedule, or other compensation may occur in the closed session of a regular meeting only between the Board and its designated representative(s), as permitted under Government Code 54957.6 (the "labor exception"), for the purpose of reviewing the Board's position and/or instructing the designated representative(s) prior to or during bona fide negotiations with the current or prospective Superintendent. Such deliberations shall not be held during a special meeting. (Government Code 54956, 54957, 54957.6)

The Board may consult with district legal counsel prior to holding a closed session with the

designated representative(s) to discuss compensation to be paid to the current or prospective Superintendent.

(cf. 9320 - Meetings and Notices)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Terms of the contract shall remain confidential until the ratification process commences.

(cf. 9011 - Disclosure of Confidential/Privileged Information)

The Board shall ~~ratify~~take final action on the Superintendent's contract ~~in~~during an open session of a regularly scheduled Board meeting, ~~which~~and that action shall be reflected in the Board's minutes. ~~At that meeting, prior to taking action, the Board shall orally report a summary of the recommendation for the final action on the Superintendent's salary or compensation in the form of fringe benefits. (Government Code 3511.1, 53262, 54953)~~

Copies of the contract and other public records created or received in the process of developing the recommendation related to the Superintendent's salary, benefits, and other compensation shall be available to the public upon request. (Government Code 53262, 54953, 54957.6)

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

During an existing contract, the Board may reemploy the Superintendent on mutually agreed upon terms and conditions. However, the Superintendent's contract shall be extended only by Board action subsequent to a satisfactory evaluation of the Superintendent's performance and in accordance with Government Code 3511.2.

~~Decision not to Reemploy~~

~~If the Board determines to not reemploy the Superintendent at the expiration of his/her contract, the Board shall provide written notice to him/her at least 45 days in advance of the expiration of the term of the contract. (Education Code 35031)~~

Termination of Contract

~~The~~Prior to the expiration of the contract, the Board may terminate the Superintendent's ~~contract~~of employment contract in accordance with law and applicable contract provisions.~~—If~~

(cf. 4117.5/4217.5/4317.5 - Termination Agreements)

In such an event, any cash settlement that the Superintendent may receive upon termination of the contract shall not exceed his/her monthly salary multiplied by the number of months left on the contract or, if the unexpired term of the contract is more than 18 months, the maximum cash settlement shall be and the contract was executed prior to January 1, 2016, no greater than the

Superintendent's monthly salary multiplied by 18. ~~For any contract executed on or after January 1, 2016, any cash settlement shall not exceed the Superintendent's monthly salary multiplied by 12.~~ (Government Code 53260)

The cash settlement shall not include any noncash items other than health benefits, which may be continued for the ~~unexpired term~~same duration of time as covered in the contract up to 18-~~months~~settlement or until the Superintendent finds other employment, whichever occurs first. (Government Code 53260, 53261)

~~(cf. 4117.5/4217.5/4317.5 - Termination Agreements)~~

However, when the termination of the Superintendent's contract is based upon the Board's belief and subsequent confirmation through an independent audit that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, ~~the maximum no cash or noncash settlement of any amount shall be as determined by an administrative law judge but no greater than the Superintendent's monthly salary multiplied by six provided.~~ (Government Code 53260)

In addition, if the Superintendent is convicted of a crime involving an abuse of his/her office or position, he/she shall reimburse the district for payments he/she receives as paid leave salary pending investigation or as cash settlement upon his/her termination, and for any funds expended by the district in his/her defense against a crime involving his/her office or position. (Government Code 53243-53243.4, 53260)

Legal Reference:

EDUCATION CODE

35031 Term of employment

41325-41329.3 Conditions of emergency apportionment

GOVERNMENT CODE

3511.1-3511.2 Local agency executives

6250-6270 California Public Records Act

53243-53243.4 Abuse of office

53260-53264 Employment contracts

54953 Oral summary of recommended salary and benefits of superintendent

54954 Time and place of regular meetings

54956 Special meetings

54957 Closed session personnel matters

54957.1 Closed session, public report of action taken

54957.6 Closed sessions regarding employee matters

UNITED STATES CODE, TITLE 26

105 Self-insured medical reimbursement plan; definition of highly compensated individual

UNITED STATES CODE, TITLE 42

300gg-16 Group health plan; nondiscrimination in favor of highly compensated individuals

CODE OF FEDERAL REGULATIONS

1.105-11 Self-insured medical reimbursement plan

COURT DECISIONS

San Diego Union v. City Council, (1983) 146 Cal.App.3d 947

ATTORNEY GENERAL OPINIONS

57 Ops. Cal. Atty. Gen. 209 (1974)

Management Resources:

CSBA PUBLICATIONS

~~Maximizing School Board Governance: Superintendent Evaluation, 2006~~Contract Template, 2015

~~Maximizing School Board Governance: Superintendent Selection and Employment, 2004~~

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Local Legislative Bodies, 2003

WEB SITES

CSBA, ~~Governance Consulting Services:~~ <http://www.csba.org>

Association of California School Administrators: <http://www.acsa.org>

Policy ~~HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~adopted: September 19, 2001~~ ~~Hanford, California~~ Office of the Attorney General:
<http://oag.ca.gov>

~~revised: February 9, 2005~~

~~revised: March 14, 2012~~

(12/15 6/16) 5/17

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: 05/30/17

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/17

ITEM: Receive the following revised Board Policy for information:

- BP 6145 – Extracurricular and Cocurricular Activities

PURPOSE: The following Board Policy reflects changes (see underlined and strikeouts) that are necessary to align with current practices and procedures as well as recommendations by CSBA due to State and Federal law mandates and Education Code changes.

FISCAL IMPACT: None

RECOMMENDATIONS: Consider for adoption at the next public Board Meeting.

Hanford ESD

Board Policy

~~Extra-Curricular~~Extracurricular And Cocurricular Activities

BP 6145

Instruction

The Governing Board ~~of Trustees~~ recognizes that extracurricular and ~~eo-curricular-cocurricular~~ activities enrich the educational and social development ~~and experience~~ of students— and enhance students' feelings of connectedness with the schools. The district shall encourage and support student participation in ~~extra-eo-curricular~~extracurricular and cocurricular activities without compromising the integrity and purpose of the educational program.—

Extracurricular activities are those programs that have all the following characteristics:

1. The program is supervised or financed by the school district.
2. Students participating in the program represent the school district.
3. Students exercise some degree of freedom in the selection, planning, or control of the program.
4. The program includes both preparation for performance and performance before an audience or spectators.

Extracurricular activities are programs that may be associated with the curriculum in a regular classroom.

Eligibility Requirements

1. Academic Eligibility: In order to encourage and promote academic excellence, all students participating in extra/cocurricular activities shall demonstrate satisfactory minimum progress in meeting the grade level requirements ~~of promotion by undertaking the prescribed course of study and meeting the standards of proficiency~~ established by the district.
 - a. Grades 4 - 6: The student's classroom teacher shall determine whether the student is eligible to participate in each scheduled activity. The teacher shall communicate ~~on a weekly basis~~ with the site co-curricular coordinator regarding each students eligibility.

The classroom teacher shall consider the following factors when deciding whether to permit the student to participate in the performance:

- (1) Attendance during the appropriate rating period.

- (2) Academic performance during the appropriate rating period.
- (3) Academic effort, including but not limited to, completion of homework during the appropriate rating period.

b. Grades 7 and 8: In order to be eligible for participation in the extra/co-curricular activities, students in grades 7 and 8 ~~must: may not receive a mark of one (1) in any class on their Eligibility Report (ER).~~

~~The ER, which takes into account a student's behavior/work habits, is reported at the end of each athletic season (fall, winter, and spring). On these seasonal ER reports, students receive a mark of three, two, or one in each of their classes. These marks represent the following, with regards to student behavior/work habits:~~

~~(1) Three Meets Standards Earn at least a 2.0 grade point average every grading period~~

~~(2) Two Approaching Standards Have no more than one "F" each grading period~~

~~(3) One Below Standards (*Student is deemed ineligible for the next scheduled season.) Have no more than 5 citations and/or 4 days of suspension for the year~~

*All 7th grade students are granted eligibility status to begin the first trimester. This, however, does not apply to 7th grade students who have been retained.

For all students, a program that has as its primary goal the improvement of academic or educational achievements of students is not subject to these eligibility requirements. (Education Code 35160.5(b)(5)). The Superintendent or designee shall determine in advance when extra/co-curricular activities or programs are primarily for students' academic or educational achievement, therefore not subject to the eligibility requirements of this policy.

2. Citizenship Eligibility: As a condition for maintaining eligibility for participation in extra/co-curricular activities, each student shall also maintain a positive record of citizenship. As visible representatives of their school and school district, participants shall exhibit and be held to high standards of behavior.

a. Grades 4 - 6: A student shall be ineligible for participation in an upcoming event upon receiving a level B citation. A student shall be ineligible for participation for the remainder of an athletic season upon receiving one level C citation or is recommended for expulsion. Moreover, a student shall be declared ineligible for the next scheduled athletic season if he/she voluntarily quits a team without sufficient reason. The coach and/or Director of Youth Development shall determine if the reason is valid.

Each student shall be responsible for securing the signed/dated permission form and presenting it to the supervisor/coach prior to the activity in question.

b. Grades 7 and 8: A student shall be ineligible for participation in the following athletic season upon receiving three level A citations within a single athletic season. A student may be ineligible for participation for the remainder of an athletic season upon receiving one level B citation or one level C citation within a single athletic season, as determined by the principal and/or Director of Youth Development.

Consequences for individual citations or unacceptable behavior may include sanctions issued by the principal, coach or Director of Youth Development. Sanctions may include but not be limited to, suspensions from games but excludes eligibility (governed as above).

A student accumulating six citations or five days of suspension within an academic year shall be ineligible immediately during an athletic season and for the remainder of the academic year upon the issuance of the sixth citation or upon the assignment of the fifth day of suspension.

Moreover, a student shall be declared ineligible for the next scheduled athletic season if he/she should voluntarily quit a team without sufficient reason. The Director of Youth Development shall determine if the reason is valid.

The Superintendent or designee may grant ineligible students a probationary period not to exceed one semester. Students granted probationary eligibility must meet the required standards by the end of the probationary period in order to remain eligible for participation. (Education Code 35160.5)

Supervision

Extra/co-curricular activities shall be under the general supervision of school authorities and certificated employees whenever they are conducted under the name of the school district.

The Superintendent or designee shall develop regulations, which provide for:

1. Determining which activities and programs are affected by the eligibility requirements of this policy.
2. Identifying and monitoring ineligible students.
3. Assisting ineligible students to become eligible for participation in extra/co-curricular activities.
4. Determining which activities may not be entered into after the onset of the activity.

(cf. 1330 - Use of School Facilities)

(cf. 5137 - Positive School Climate)

(cf. 6145.2 - Athletic Competition)

(cf. 5148.2 - Before/After School Programs)

Prerequisites for student participation in extracurricular and cocurricular activities shall be limited to those that have been demonstrated to be essential to the success of the activity. No extracurricular or cocurricular program or activity shall be provided or conducted separately on the basis of any actual or perceived characteristic listed as a prohibited category of discrimination in state or federal law, nor shall any student's participation in an extracurricular or cocurricular activity be required or refused on those bases. (5 CCR 4925)

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

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 6145.5 - Student Organizations and Equal Access)

Any complaint alleging unlawful discrimination in the district's extracurricular or cocurricular programs or activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Unless specifically authorized by law, no student shall be charged a fee for his/her participation in educational activities, including extracurricular and cocurricular activities and materials or equipment related to such activities. (Education Code 49010, 49011)

(cf. 3260 - Fees and Charges)

(cf. 3452 - Student Activity Funds)

Any decision regarding the eligibility of a homeless student, foster youth, or child of an active duty military family for extracurricular or cocurricular activities shall be made by the Superintendent or designee in accordance with Education Code 48850 and 49701.

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

The Superintendent or designee may revoke a student's eligibility for participation in extracurricular and cocurricular activities when the student's poor citizenship is serious enough to warrant loss of this privilege.

Student Conduct at Extracurricular/Cocurricular Events

When attending or participating in extracurricular and cocurricular activities on or off campus, district students are subject to district policies and regulations relating to student conduct. Students who violate district policies and regulations may be subject to discipline including, but not limited to, suspension, expulsion, transfer to alternative programs, or denial of participation in extracurricular or cocurricular activities in accordance with Board policy and administrative regulation. When appropriate, the Superintendent or designee shall notify local law enforcement.

(cf. 5131 - Conduct)

(cf. 5131.1 - Bus Conduct)

(cf. 5144 - Discipline)

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

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

Annual Policy Review

***Note: Education Code 35160.5 requires annual review of this policy, as it relates to the participation of students in grades 7-12 in extracurricular and cocurricular activities. The following paragraph is optional for districts without any of grades 7-12. ***

The Board shall annually review this policy and implementing regulations ~~annually. Such annual review shall occur during a regular Board meeting in April of each academic year. (Education Code 35160.5)~~

Legal Reference:

EDUCATION CODE

35145 Public meetings

35160.5 District policy rules and regulations; requirements; matters subject to regulation

35179 Interscholastic athletics; associations or consortia

35181 Students' responsibilities

48850 Participation of homeless students and foster youth in extracurricular activities and interscholastic sports

48930-48938 Student organizations

49010-49013 Student fees

49024 Activity Supervisor Clearance Certificate

49700-49704 Education of children of military families

CALIFORNIA CONSTITUTION

Article 9, Section 5 Common school system

CODE OF REGULATIONS, TITLE 5

350 Fees not permitted

4900-4965 Nondiscrimination in elementary and secondary education programs receiving state financial assistance

5531 Supervision of extracurricular activities of pupils

UNITED STATES CODE, TITLE 42

2000h-2-2000h-6 Title IX, 1972 Education Act Amendments

COURT DECISIONS

Hartzell v. Connell, -(1984) 35 Cal. 3d- 899

Management Resources:

~~CDE LEGAL ADVISORIES~~

~~001.90—Access to School-Related Activities and Events by Disabled Students, LO: 3-0~~

~~409.87—Requirements for Pupil Participation in Extracurricular and Cocurricular activities, AB-2613, CIL: 86/87-11~~

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Pupil Fees, Deposits, and Other Charges, Fiscal Management Advisory 12-02, April 24, 2013

CALIFORNIA TASK FORCE REPORT TO THE LEGISLATURE

Compact on Educational Opportunity for Military Children: Preliminary Final Report, March 2009

COMMISSION ON TEACHER CREDENTIALING PUBLICATIONS

Information on Assembly Bill 346 Concerning the Activity Supervisor Clearance Certificate (ASCC), Coded Correspondence 10-11, July 20, 2010

WEB SITES

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

California Association of Directors of Activities: <http://www.cada1.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: November 20, 2002

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Receive the following Board Policy and Administrative Regulation for information:
 BP/AR 3551 – Food Service Operations/Cafeteria Fund

PURPOSE:

The attached Board Policy and Administrative Regulation are being updated to reflect NEW FEDERAL GUIDANCE (U.S. Department of Agriculture Memorandum SP 46-2016 and SP 23-2017) which mandates any district participating in the National School Lunch and/or Breakfast Program to adopt a written policy on meal charges, including the collection of delinquent meal charge debt, no later than July 1, 2017, and to annually communicate that policy to parents/guardians. Policy and regulation also reflect NEW STATE GUIDANCE (California Department of Education Management Bulletin SNP-03-2017) which requires district policy to ensure that students with unrecovered or delinquent meal charge debt are not overtly identified, requires that debt collection efforts are consistent with specified cost principles, and establishes conditions for reclassifying unpaid debt as bad debt. Policy also revised to reflect the Buy American provision of federal regulations which requires districts, to the maximum extent practicable, to purchase domestically grown and processed foods

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Consider adoption of the following Administrative Regulation at the next board meeting:
 BP/AR 3551 – Food Service Operations/Cafeteria Fund

Hanford ESD

Board Policy

Food Service Operations/Cafeteria Fund

BP 3551

Business and Noninstructional Operations

The Board of Trustees intends that school food services shall be a self-supporting, nonprofit program. To ensure program quality and increase cost effectiveness, the Superintendent or designee shall centralize and direct the purchasing of ~~food~~foods and supplies, the planning of menus, and the auditing of all food service accounts for the district.

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

(cf. 3311 - Bids)

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

(cf. 3552 - Summer Meal Program)

(cf. 5030 - Student Wellness)

The Superintendent or designee shall ensure that all food service personnel possess ~~appropriate~~the required qualifications and receive ongoing professional development related to the effective management and implementation of the district's food service program in accordance with law.

(cf. 4231 - Staff Development)

(cf. 4331 - Staff Development)

At least once each year, food service administrators, other appropriate personnel who conduct or oversee administrative procedures, and other food service personnel shall receive training provided by the California Department of Education (CDE). (42 USC 1776)

Meal Sales

Meals may be sold to students, district employees, Board members, and employees or members of the fund or association maintaining the cafeteria. (Education Code 38082)

In addition, meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.

Meal prices, as recommended by the Superintendent or designee and approved by the Board,

shall be based on the costs of providing food services and consistent with Education Code 38084 and 42 USC 1760.

Students who are enrolled in the free or reduced-price meal program shall receive meals free of charge or at a reduced price in accordance with law, Board policy, and administrative regulation. Such students shall not be overtly identified or treated differently from other students.

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

(cf. 3553 - Free and Reduced Price Meals)

~~Meals may be sold to nonstudents, including parents/guardians, volunteers, students' siblings, or other individuals, who are on campus for a legitimate purpose. Any meals served to nonstudents shall not be subsidized by federal or state reimbursements, food service revenues, or U.S. Department of Agriculture (USDA) foods.~~

(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall establish strategies and procedures for the collection of meal payments, including delinquent meal payments, and shall clearly communicate these procedures and related district policies to students and parents/guardians. The procedures adopted by the Superintendent or designee shall conform with 2 CFR 200.426 and any applicable CDE guidance, and shall not overtly identify students with unrecovered or delinquent debt or treat them differently than other students.

Cafeteria Fund

The Superintendent or designee shall establish a cafeteria fund independent of the district's general fund.

The wages, salaries, and benefits of food service employees shall be paid from the cafeteria fund. (Education Code 38103)

The Superintendent or designee shall ensure that state and federal funds provided through school meal programs are allocated only for purposes related to the operation or improvement of food services and reasonable and necessary indirect program costs as allowed by law.

(cf. 3230 - Federal Grant Funds)

(cf. 3400 - Management of District Assets/Accounts)

(cf. 3460 - Financial Reports and Accountability)

Contracts with Outside Services

With Board approval, the district may enter into a contract for food service consulting services or management services in one or more district schools. (Education Code 45103.5; 42 USC 1758; 7 CFR 210.16)

(cf. 3312 - Contracts)

(cf. 3600 - Consultants)

Procurement of Foods

To the maximum extent practicable, foods purchased for use in school meals by the district or by any entity purchasing food on its behalf shall be domestic commodities or products. Domestic commodity or product means an agricultural commodity that is produced in the United States and a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. (42 USC 1760; 7 CFR 210.21)

A nondomestic food product may be purchased for use in the district's food service program only as a last resort when the product is not produced or manufactured in the United States in sufficient and reasonable quantities of a satisfactory quality, or when competitive bids reveal the costs of a United States product are significantly higher than the nondomestic product. In such cases, the Superintendent or designee shall retain documentation justifying the exception.

Program Monitoring and Evaluation

The Superintendent or designee shall present to the Board, at least annually, financial reports regarding revenues and expenditures related to the food service program.

The Superintendent or designee shall provide all necessary documentation required for the Administrative Review conducted by the CDE to ensure compliance of the district's food service program with federal requirements related to maintenance of the nonprofit school food service account, meal charges, paid lunch equity, revenue from nonprogram goods, indirect costs, and USDA foods.

(cf. 3555 - Nutrition Program Compliance)

Legal Reference:

EDUCATION CODE

38080-38086 Cafeteria, establishment and use

38090-38095 Cafeterias, funds and accounts

38100-38103 Cafeterias, allocation of charges

42646 Alternate payroll procedure

45103.5 Contracts for management consulting services; restrictions

49490-49493 School breakfast and lunch programs

49500-49505 School meals

49554 Contract for services

[49550-49562 Meals for needy students](#)

HEALTH AND SAFETY CODE

113700-114437 California Retail Food Code

CODE OF REGULATIONS, TITLE 5

15550-15565 School lunch and breakfast programs

UNITED STATES CODE, TITLE 42

1751-1769j School lunch programs

1771-1791 Child nutrition, including:

1773 School breakfast program

CODE OF FEDERAL REGULATIONS, TITLE 2

~~225—Cost Principles for State, Local, and Indian Tribal Governments~~

[200.56 Indirect costs, definition](#)

[200.400-200.475 Cost principles](#)

[200 Appendix VII Indirect cost proposals](#)

CODE OF FEDERAL REGULATIONS, TITLE 7

210.1-210.31 National School Lunch Program

220.1-220.21 National School Breakfast Program

250.1-250.70 USDA foods

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

California School Accounting Manual

Food Distribution Program Administrative Manual

[Unpaid Meal Charges: Local Meal Charge Policies, Clarification on Collection of Delinquent Meal Payments, and Excess Student Account Balances, Management Bulletin, SNP-03-2017, April 2017](#)

[Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs, Bad Debt Policies, and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-06-2015, May 2015](#)

Cafeteria Funds--Allowable Uses, Management Bulletin NSD-SNP-07-2013, May 2013

Paid Lunch Equity Requirement, Management Bulletin USDA-SNP-16-2012, October 2012

Storage and Inventory Management of United States Department of Agriculture (USDA)

Donated Foods, Management Bulletin USDA-FDP-02-2010, August 2010

~~Clarification for the Use of Alternate Meals in the National School Lunch and School Breakfast Programs; and the Handling of Unpaid Meal Charges, Management Bulletin USDA-SNP-01-2008, February 2008~~

Adult and Sibling Meals in the National School Lunch and School Breakfast Programs, Management Bulletin 00-111, July 2000

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

~~Financial Management of the School Meal Programs, Correspondence, August 30, 2013~~

~~Indirect Costs: Guidance for State Agencies and School Food Authorities, 2011~~

~~U.S. DEPARTMENT OF EDUCATION GUIDANCE~~

FAQs About School Meals

[Unpaid Meal Charges: Guidance and Q&A, SP 23-2017, March 2017](#)

[Indirect Costs: Guidance for State Agencies and School Food Authorities SP 60-2016, September 2016](#)

[Overcoming the Unpaid Meal Challenge: Proven Strategies from Our Nation's Schools, September 2016](#)

[Unpaid Meal Charges: Local Meal Charge Policies, SP 46-2016, July 2016](#)

[Compliance with and Enforcement of the Buy American Provision in the National School Lunch Program, SP 24-2016, February 2016](#)

[Discretionary Elimination of Reduced Price Charges in the School Meal Programs, SP 17-2014, January 2014](#)

WEB SITES

California Department of Education, Nutrition Services Division: <http://www.cde.ca.gov/ls/nu>

California School Nutrition Association: <http://www.calsna.org>

U.S. Department of Agriculture, Food and Nutrition Service: <http://www.fns.usda.gov/cnd>

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised: February 11, 2015

Hanford ESD

Administrative Regulation

Food Service Operations/Cafeteria Fund

AR 3551

Business and Noninstructional Operations

Payments for Meals

With the exception of students who are eligible to receive meals at no cost, students may pay on a per-meal basis or may submit payments in advance. ~~The Superintendent or designee shall maintain a system for accurately recording payments received and tracking meals provided to each student.~~

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

(cf. 3552 - Summer Meal Program)

(cf. 3553 - Free and Reduced Price Meals)

(cf. 3555 - Nutrition Program Compliance)

At the beginning of the school year, and whenever a student enrolls during the school year, parents/guardians shall be notified of the district's meal payment policies and be encouraged to prepay for meals whenever possible. The Superintendent or designee shall communicate the district's meal payment policies through multiple methods, including, but not limited to:

1. Explaining the meal charge policy within registration materials provided to parents/guardians at the start of the school year
2. Including the policy in print versions of student handbooks, if provided to parents/guardians annually
3. Providing the policy whenever parents/guardians are notified regarding the application process for free and reduced-price meals, such as in the distribution of applications at the start of the school year
4. Posting the policy on the district's web site
5. Establishing a system to notify parents/guardians when a student's meal payment account has a low or negative balance

(cf. 1113 - District and School Web Sites)

(cf. 5145.6 - Parental Notifications)

In any school that uses a system of meal tickets or other similar medium of exchange rather than an electronic point-of-sale system, the Superintendent or designee shall develop a process for providing replacement tickets to any student who reports his/her tickets as lost or stolen. However, whenever any student reports an excessive number of lost or stolen tickets, the Superintendent or designee shall notify the parent/guardian and may provide an alternative method of tracking meal usage for that student.

~~Students and their parents/guardians shall be notified whenever their account has a zero balance. Whenever a student's account has an unpaid balance of \$3 or more, students requesting a meal are offered an alternative meal until the account unpaid balance is paid.~~

~~In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.~~

In order to avoid potential misuse of a student's food service account by someone other than the student in whose name the account has been established, the Superintendent or designee shall verify a student's identity when setting up the account and when charging any meal to the account. -The Superintendent or designee shall investigate any claim that a bill does not belong to a student or is inaccurate, shall not require a student to pay a bill that appears to be the result of identity theft, and shall open a new account with a new account number for a student who appears to be the subject of identity theft.

(cf. 1340 - Access to District Records)

(cf. 3580 - District Records)

Any payments made to a student's food service account shall, if not used within the school year, be carried over into the next school year or be refunded to the student's parents/guardians.

Unpaid and Delinquent Meal Charges

Students and their parents/guardians shall be notified whenever their account has a low or negative balance. Whenever a student's account has an unpaid balance of \$3 or more, parents/guardians shall be notified in writing that full payment is due within seven school days from the date of the notice.

In cases of repeated nonpayment by a student, the Superintendent or designee may contact parents/guardians to discuss the reasons for the nonpayment. The Superintendent or designee may evaluate individual circumstances to determine if the student's parents/guardians need assistance completing an application for free or reduced-price meals or need referral to social services.

The Superintendent or designee may enter into a repayment plan with a student's parents/guardians for payment of the student's unpaid meal charge balance over a period of time. As necessary, the repayment plan may allow the unrecovered or delinquent debt to carry over into the next fiscal year.

The district's efforts to collect debt shall be consistent with district policies and procedures, California Department of Education (CDE) guidance, and 2 CFR 200.426. The district shall not spend more than the actual debt owed in efforts to recover unpaid meal charges.

The Superintendent or designee shall maintain records of the efforts made to collect unpaid meal charges and, if applicable, financial documentation showing when the unpaid meal balance has become an operating loss.

Reimbursement Claims

The Superintendent or designee shall maintain records of the number of meals served each day by school site and by category of free, reduced-price, and full-price meals. The Superintendent or designee shall submit reimbursement claims for school meals to the ~~California Department of Education (CDE)~~CDE using the online Child Nutrition Information and Payment System.

Cafeteria Fund

All proceeds from food sales and other services offered by the cafeteria shall be deposited in the cafeteria fund as provided by law. ~~The income and expenditures of any cafeteria revolving account established by the~~ Governing Board of Trustees shall be recorded as income and expenditures of the cafeteria fund. (Education Code 38090, 38091)

(cf. 3100 - Budget)

(cf. 3300 - Expenditures and Purchases)

The cafeteria fund shall be used only for ~~those expenditures authorized by the Board as necessary for the operation of school cafeterias in accordance with Education Code 38100-38103, 2 CFR 225~~Part 200 Appendix VII, and the California School Accounting Manual—~~(Education Code 38091, 38101; 2 CFR 225).~~

~~These expenditures may include, but are not limited to, expenditures for the following:—~~
(Education Code 38091)

~~1. — Construction, alteration, or improvement of a central food processing plant~~

~~2. — Lease, purchase or installation of additional cafeteria equipment of the central food processing plant~~

~~3. — Vending machines and their installation and housing~~

~~4. Computer equipment and related software~~

~~5. Lease or purchase of vehicles used primarily in connection with the central food processing plant~~

Any charges to, or transfers from, a food service program shall be dated and accompanied by a written explanation of the expenditure's purpose and basis. (Education Code 38101)

(cf. 3110 - Transfer of Funds)

~~Any funds derived from the sale of cafeteria food and deposited in a Board-established cafeteria equipment reserve shall be used only for the purchase, lease, maintenance or replacement of cafeteria equipment. (Education Code 38102)~~

Indirect costs charged to the food service program shall be based on either the district's prior year indirect cost rate or the statewide average approved indirect cost rate for the second prior fiscal year, whichever is less. (Education Code 38101)

Net cash resources in the nonprofit school food service shall not exceed three months average expenditures. (2 CFR ~~210~~220.14)

U.S. Department of Agriculture Foods

The Superintendent or designee shall ensure that foods received through the U.S. Department of Agriculture (USDA) are handled, stored, and distributed in facilities which: (7 CFR 250.14)

1. Are sanitary and free from rodent, bird, insect, and other animal infestation
2. Safeguard foods against theft, spoilage, and other loss
3. Maintain foods at proper storage temperatures
4. Store foods off the floor in a manner to allow for adequate ventilation
5. Take other protective measures as may be necessary

The Superintendent or designee shall maintain inventories of USDA foods in accordance with 7 CFR 250.59 and CDE procedures, and shall ensure that foods are used before their expiration dates.

USDA donated foods shall be used in school lunches as far as practicable. USDA foods also may be used in other nonprofit food service activities, including, but not limited to, school breakfasts or other meals, a la carte foods sold to students, meals served to adults directly involved in the operation and administration of the food service and to other school staff, and training in nutrition, health, food service, or general home economics instruction for students,

provided that any revenues from such activities accrue to the district's nonprofit food service account. (7 CFR 250.~~6059~~)

Contracts with Outside Services

The term of any contract for food service management or consulting services shall not exceed one year. Any renewal of the contract or further requests for proposals to provide such services shall be considered on a year-to-year basis. (Education Code 45103.5; 7 CFR 210.16)

Any contract for management of the food service operation shall be approved by CDE and comply with the conditions in Education Code 49554 and 7 CFR 210.16 as applicable. The district shall retain control of the quality, extent, and general nature of its food services, including prices to be charged to students for meals, and shall monitor the food service operation through periodic on-site visits. The district shall not enter into a contract with a food service company to provide a la carte food services only, unless the company agrees to offer free, reduced-price, and full-price reimbursable meals to all eligible students. (Education Code 49554; 42 USC 1758; 7 CFR 210.16)

Any contract for consulting services shall not result in the supervision of food service classified staff by the management consultant, nor shall it result in the elimination of any food service classified staff or position or have any adverse effect on the wages, benefits, or other terms and conditions of employment of classified food service staff or positions. -All persons providing consulting services shall be subject to applicable employment conditions related to health and safety as listed in Education Code 45103.5. (Education Code 45103.5)

(cf. 3312 - Contracts)

(cf. 3515.6 - Criminal Background Checks for Contractors)

(cf. 3600 - Consultants)

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

(cf. 4212 - Appointments and Conditions of Employment)

~~Regulation — HANFORD ELEMENTARY SCHOOL DISTRICT~~

~~approved: April 16, 1997 — Hanford, California~~

~~reviewed: May 16, 2001~~

~~reviewed: February 11, 2015~~

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Board of Trustees

FROM: Joy C. Gabler

DATE: June 5, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Consider adopting Resolution #36-17: Regarding Absent Board Member Compensation.

PURPOSE: Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board. Trustee Jeff Garner was unable to attend the May 24, 2017 meeting due to illness.

FISCAL IMPACT: Not to exceed \$250.

RECOMMENDATIONS: Adopt Resolution #36-17.

**HANFORD ELEMENTARY SCHOOL DISTRICT
RESOLUTION # 36-17
Board of Trustees
Hanford Elementary School District**

**RESOLUTION REGARDING ABSENT BOARD MEMBER COMPENSATION
(Education Code § 35120(c))**

WHEREAS, Education Code section 35120(c) provides that a board member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting: 1) he or she is performing services outside the meeting for the school district or districts, (2) he or she was ill or on jury duty, (3) or the absence was due to a hardship deemed acceptable by the board.

NOW, THEREFORE BE IT RESOLVED that the Hanford Elementary School District Board of Trustees determines as follows:

1. Board Member Jeff Garner was absent from the Hanford Elementary School District's regular board meeting held May 24, 2017 due to:

- ☐ performing services outside the meeting for the school district
- ☒ illness
- ☐ jury duty
- ☐ hardship deemed acceptable by the board

2. Said Board Members shall be paid for the meeting.

PASSED AND ADOPTED THIS 14th day of June, 2017 at a regular meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Robert "Bobby" Garcia, President

Lupe Hernandez, Clerk

HANFORD ELEMENTARY SCHOOL DISTRICT***Board Member Absence Verification***

In accordance with Board Bylaw 9250, if a member of the Board of Trustees does not attend all Board meetings during the month, he/she is eligible to receive a percentage of the monthly compensation equal to the percentage of meetings attended unless otherwise authorized by the Board in accordance with law. Board members may be paid for meetings they missed when the Board of Trustees finds that they were performing designated services for the district at the time of the meeting or that they were absent because of illness, jury duty, or a hardship deemed acceptable by the Board. (Education Code 35120)

I was absent from the Board meeting conducted on 5/24/17.

☐ I am not requesting compensation for the meeting.

☒ I am requesting compensation for the meeting since I was absent from the meeting for the following reason (*check one*):

☐ Performing designated service for the district.

☒ Illness.

☐ Jury Duty.

☐ Hardship (please specify) _____

Board Member Name: Jeff Garner

Board Member Signature:  Date: 6-8-17

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 18, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM:

Consider, for approval, the Hanford Elementary School District 2016-2017 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation)

PURPOSE:

The Title I Evaluation documents the following components of the planning process at the district level and for each school site:

- Analysis of student achievement data
- Areas in which the LEA Plan (LEAP) and school plans were well implemented and led to increases in student achievement
- Areas of need (specific areas of focus that are required to further improve student achievement)

FISCAL IMPACT:

Approximately \$2.9 million in categorical funding that is requested through the Consolidated Application (The Title I Evaluation is a requirement for receiving this funding.)

RECOMMENDATIONS: Approve the Hanford Elementary School District 2016-2017 Evaluation of Consolidated Programs / Comprehensive Needs Assessment (Title I Evaluation).

HANFORD ELEMENTARY SCHOOL DISTRICT**AGENDA REQUEST FORM**

TO: Joy Gabler

FROM: Doug Carlton

DATE: May 18, 2017

For: ☒ Board Meeting
☐ Superintendent's Cabinet

For: ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Approve Consolidated Application for Funding Categorical Aid Programs (Summer Release)

PURPOSE: The Consolidated Application is the document that is used to apply for, and report on several federal and state categorical aid programs including:

| | |
|-----------|---------------------|
| Title I | Low Income Students |
| Title II | Teacher Quality |
| Title III | English Learners |

FISCAL IMPACT: Approximately \$2.9 million plus carryover funds in categorical funding is requested through the Consolidated Application.

RECOMMENDATION: Approve the Consolidated Application for Funding Categorical Aid Programs

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: Javier Espindola

DATE: May 26, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: June 14, 2017

ITEM: Consider approval of Plan of Work with Tulare County Office of Education and Jefferson Charter Academy.

PURPOSE: Jared Marr from Tulare County Office of Education to provide ongoing planning support and in class coaching to K-8 teachers in the area of Next Generation Science Standards.

FISCAL IMPACT: \$30,000

RECOMMENDATIONS: Approve

PLAN OF WORK (CISC REGION 7)**JULY 1, 2017 - JUNE 30, 2018**INITIAL / REVISION DATE: 5/25/2017**TULARE COUNTY OFFICE OF EDUCATION****EDUCATIONAL RESOURCE SERVICES**DISTRICT/SCHOOL: Jefferson CharterTCOE LEAD(S): Jared MarrCONTACT(S): Javier EspindolaCONTENT AREA: ScienceDISTRICT EMAIL: jespindola@hanfordesd.org

DISTRICT CONTACT MOBILE PHONE NUMBER: _____

2017-18 PROFESSIONAL LEARNING GOALS*1 To continue to deepen our understanding of the NGSS; this includes engineering, and integration with other content.**2 To continue to deepen our understanding of what this "looks like" in the classroom.*

| # | DATE(S) | CONSULTANT ACTIVITY | DISTRICT RESPONSIBILITY | C/W | CONSULTING DAYS |
|----|----------|--|----------------------------|-----|-----------------|
| 1 | 8/31/17 | Planning with K, 4, 5 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 2 | 9/1/17 | Planning with 6-8 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 3 | 9/8/17 | Co-teaching with K, 4, 5. | Schedule teachers and subs | | 1 |
| 4 | 9/22/17 | Co-teaching with 6-8. | Schedule teachers and subs | | 1 |
| 5 | 9/26/17 | Planning with 1-3 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 6 | 10/3/17 | Co-teaching with 1-3. | Schedule teachers and subs | | 1 |
| 7 | 10/10/17 | Planning with K, 4, 5 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 8 | 10/26/17 | Co-teaching with K, 4, 5. | Schedule teachers and subs | | 1 |
| 9 | 11/2/17 | Planning with 6-8 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 10 | 11/7/17 | Co-teaching with 6-8. | Schedule teachers and subs | | 1 |
| 11 | 11/14/17 | Planning with 1-3 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 12 | 11/28/17 | Co-teaching with 1-3. | Schedule teachers and subs | | 1 |
| 13 | 1/11/18 | Planning with K, 4, 5 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 14 | 1/18/18 | Co-teaching with K, 4, 5. | Schedule teachers and subs | | 1 |
| 15 | 1/23/18 | Planning with 6-8 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 16 | 1/30/18 | Co-teaching with 6-8. | Schedule teachers and subs | | 1 |
| 17 | 2/8/18 | Planning with 1-3 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 18 | 2/15/18 | Planning with K, 4, 5 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 19 | 2/16/18 | Co-teaching with 1-3. | Schedule teachers and subs | | 1 |
| 20 | 3/6/18 | Planning with 6-8 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 21 | 4/5/18 | Planning with 1-3 (lesson design, pedagogy). | Schedule teachers and subs | | 1 |
| 22 | | Prep Time | | | 2 |

| ON-SITE WORKSHOP DAYS | # OF PARTICIPANTS | \$50 FOR # ABOVE 10 | Estimated | Actual |
|-----------------------|-------------------|---------------------|-----------|--------|
| | | \$ - | | |
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Please email or fax the signed Plan of Work to:

DAYS 23Irma Cerrillos, Irma.Cerrillos@ers.tcoe.orgCISC REGION 7 RATE \$ 1,1500\$ 1,750

fax (559) 651-0516

| | | | |
|----------------------|---------------------|------|------|
| SUBTOTALS | \$ 26,450 | \$ - | \$ - |
| TOTAL FOR SERVICES | \$ 26,450 | | |
| | TOTAL FOR MATERIALS | \$ - | |
| SERVICES & MATERIALS | \$ 26,450 | | |


DISTRICT / SCHOOL SIGNATURE

DATE

Hanford Elementary School District
HUMAN RESOURCES DEPARTMENT

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 5, 2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

☐ Information
☒ Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 14, 2017**

ITEM: Hear public comments and consider approval of negotiated amendments to the 2016-2019 Collective Bargaining Agreement with the Hanford Elementary Teachers Association (HETA).

PURPOSE: To comply with the requirement of Government Code Section 3547 for hearing of public comments prior to approval of amendments to HETA's 2016-2019 Collective Bargaining Agreement, and authorize implementation of the Tentative Agreements. HETA ratified the Tentative Agreement on May 25, 2017.

FISCAL IMPACT: The costs of the negotiated contract amendments and funding sources are attached.

RECOMMENDATION: Hear public comments and approve amendments.

Tentative Agreement 2017-2018
May 11, 2017

ARTICLE 11: SCHOOL CALENDARS AND WORK YEAR

A. Traditional School Calendar

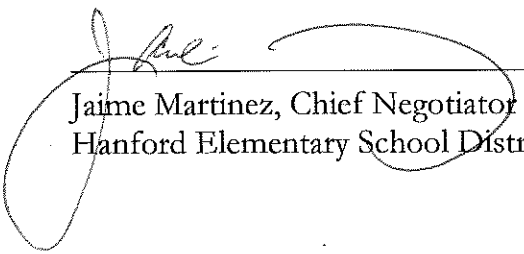
1. Returning teachers shall be required to report back to school no more than five (5) working days (this includes up to three (3) P.D. days) before students arrive for the beginning of the new school year. Teachers shall be required to participate in up to three (3) P.D. Days, one (1) day of management-directed staff training and one day for teacher instructional preparation. If it is necessary for the teacher to leave the school site for that preparation, the teacher shall notify the school site principal or school operations officer.
2. New teachers may be required to report to work no more than five (5) days in advance of returning teachers to participate in management-directed inservice training. They shall be compensated at the K-6 substitute teacher rate of pay based on ½ day or full day of work. In the event a teacher is hired after the school year has commenced, the principal shall be responsible for orientation prior to the teacher's being placed in a classroom, except in cases of emergency.
3. ~~Effective July 1, 2015,~~ The work year shall contain the following elements:
 - 180 student days
 - 1 teacher work day before students arrive
 - 1 management-directed activity day before students arrive
 - 2 Parent/Teacher conference days within the school year
 - 3 Professional Development days

187 DAYS TOTAL

4. A minimum student attendance day shall be scheduled on the last day of school. A minimum day shall be scheduled on the work days preceding the Memorial Day holiday, Winter recess, and Spring recess.
 - a. Inservices, staff meetings and other such District-initiated activities shall not be scheduled on the minimum days described above.
 - b. The beginning and ending times for instruction on minimum days shall be determined by the Administration in accordance with student transportation schedules.
5. Student Minimum days shall be scheduled for collaboration, P.D., portfolio days, employee recognition, additional parent conferences, and student assessment.
6. In the event an emergency necessitates the canceling of any student days at a school site or district-wide, only the number of days and minutes needed to comply with applicable State Education Code requirements shall be rescheduled.
7. Inservices, staff meetings, and other school site and/or District initiated activities shall not be scheduled on the student attendance day immediately preceding a scheduled holiday.

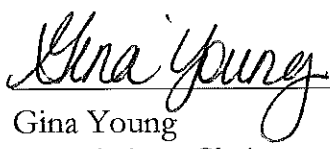
FOR HETA:

FOR THE DISTRICT:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/11/17
Date



Gina Young
Negotiations Chair

5/11/17
Date

**ARTICLE 18: EMPLOYEE GROUP HEALTH AND WELFARE INSURANCE
BENEFITS****A. Full-time Employees**

For each member of the bargaining unit who is a full-time employee, the District shall provide the following health and welfare benefits to the unit member and his/her eligible dependents; effective the first of the month following the first day in paid status or eligibility subject to timely submission of enrollment forms:

1. Medical Insurance:

Prudent Buyer Hospital/Prudent Buyer Professional Services medical insurance, Plan 80-G \$30.00, administered by Self-Insured Schools of California (SISC) under a Joint Powers Agreement (JPA). The benefits of the Plan shall be in accordance with the Plan description presented by SISC to the Association and any future amendments thereto approved by the JPA.

- a. The SISC medical insurance program shall include chiropractic services, a behavioral health program, and prescription drug benefits under a SISC pharmacy and mail order program.
- b. Disputed claims which have not been resolved by the normal claims administration process shall be directed to the SISC Claims Administrator according to the appeal process identified in the SISC Medical Plan Document.

2. Dental Insurance

An incentive 70, 80, 90, 100 percent dental insurance program.

3. Vision Insurance

A vision insurance plan substantially equal to the plan in effect on June 30, 1995.

4. **Life Insurance**

- a. A level term life insurance plan paying on the death of a bargaining unit member under age 65, from any cause authorized by the plan provider, the amount of fifty thousand dollars (\$50,000) to the beneficiary named by the unit member. Bargaining unit members over age 65 shall be eligible for a reduced benefit amount as set forth in the policy established by the insurance company. Benefits terminate upon retirement or upon termination of active employment (under age 65). However, early retirees may continue life insurance benefits at their own expense if they meet eligibility criteria of an employee retiring as stated under section E.1.b.
 - b. During unpaid leave for any reason, life insurance will be discontinued (per the insurance company) unless a waiver of premium is requested by the employee and approved by the insurance company or the unpaid leave qualifies under a protected status.
5. Effective October 1, ~~2016~~ 2017 and continuing through September 30, ~~2017~~ 2018 and thereafter, the maximum monthly District contribution toward the total premium costs for these benefits set forth above shall be ~~\$1,131.11~~ \$1,187.11 per month per employee or a maximum annual District contribution of ~~\$13,573.32~~ \$14,245.32 for ~~2016-2017~~ 2017-2018 and thereafter, unless otherwise negotiated by the parties.
6. Monthly payroll deductions beginning October 1, ~~2016~~ 2018 for the difference between the maximum District contribution and the actual cost established for bargaining unit members' total health benefit costs shall commence with the pay warrant for the first month for which costs exceed the maximum District contribution defined in subsection 5. above.

7. During the term of this contract either party reserves the right to initiate and review possible changes in health benefits, cost containment, and/or retiree participation provisions. Any changes in Plan benefits shall be mutually agreed upon.
8. Changes in carriers are at the discretion of the District so long as the benefits provided by the new carrier are substantially equal to, or better than, the benefits provided by the previous carrier.
9. Spouses, domestic partners and dependents of District employees who have health plan benefits through their employer shall use such benefits as primary coverage.
10. The following provisions shall regulate health benefit coverage:
 - a. A year's full-time service by the unit member shall entitle him/her to twelve (12) months of medical, dental, and vision insurance coverage.
This does not apply to retiring teachers who will move to the retiree group the first of the month following their last work-day.
 - b. A regular full-time teacher hired after the beginning of the school year who provides less than a full year, but at least four (4) months or more of service during the instructional year, shall receive medical, dental, and vision benefit coverage through August 31 of that year. Life insurance ends on the last day of the month worked.
 - c. For teachers whose employment is terminated prior to the fulfillment of their contract, the District contribution to insurance coverage shall be terminated on the first of the month following termination of employment.
Life insurance ends on the last day of the month worked.

B. Part-time Employees

District support of those teachers who work less than full-time, shall be as follows:

1. Teachers who work at least half-time, but less than full-time, shall receive the proportionate amount of maximum District contributions extended to full-time teachers; and
2. Teachers who are contracted to work less than half-time shall receive no District support for insurance coverage.
3. Part-time teachers eligible for pro rata benefits shall have the following options in regard to insurance coverage:
 - a. Apply the District contribution to any one, several, or all of the available health plan(s), and authorize payroll deductions to make up the difference in cost, if any, for full coverage under the plan(s) selected. Life insurance must be maintained when participating in any of the available health plan options.
 - b. Decline any segment of the program and not be covered by that part of the insurance program.
 - c. District contributions may be applied toward available District group medical health insurance plans only.

C. Health Insurance During Leaves of Absence

1. Paid Leave of Absence - Disability - The District shall pay the regular or prorated share of District contributions for the teacher's insurance coverage as described in this article throughout paid leaves due to illness, pregnancy, or disability.
2. Unpaid Family Care Leave - The District shall maintain the regular or prorated share of District contributions for the teacher's group medical, dental and vision insurance coverage provided that coverage was in place before he/she took the leave, for up to twelve (12) weeks of Family Care Leave per year. If the

employee fails to return to district employment after the expiration of the leave, for any reason other than the continuation, recurrence, or onset of a serious health condition, other circumstances beyond his/her control, or returns to work and fails to either work for 30 days or retires, the employee shall reimburse the district for premiums paid during the family care and medical leave. (20 USC 2614; Government Code 12954.2; 29 CFR 800.213). For Family Care Leave exceeding twelve (12) weeks in any twelve-month period, the teacher may elect continuation of group insurance(s) at his/her own expense as described in subsection 3. below.

3. Unpaid Leave of Absence - During District-approved unpaid leave, except as provided for Family Care Leave, the District will make no contributions to the cost of insurance plans. It shall be the teacher's responsibility to make the required monthly premium payments toward his/her medical, dental, vision insurance coverage to the District when due if s/he elects to maintain insurance coverage during the leave.

D. Continuity of Benefits

Except as otherwise provided or limited in this Article, the health and life insurance benefits provided in this Article and the District's contribution thereto shall remain in effect during the term of this Agreement and/or until a successor Agreement is effected, except that the District shall not be bound to pay the premiums for any individual engaged in any strike.

E. Retiree Health Plan Benefits

1. District-Paid Group Insurance

- a. The District will contribute to the total premium cost for group medical and dental insurances maintained by the District the same amount for any retiree and his/her eligible dependents, as it contributes for active

employees, until such time as the retiree reaches age sixty-five (65),
provided said retiree meets the eligibility requirements as specified below.

b. Eligibility

- (1) The retiree must have served in the District during the last five (5) years prior to retirement and must have served a total of at least thirteen (13) years in the District.
- (2) Such continued coverage is available only for retirees who maintained coverage as an active employee and sign up for continued coverage immediately after the end of their employment without a break in coverage.
- (3) The retiree shall have reached age fifty-five (55). (Note: Board-approved paid leave shall count as service to the District for purposes of eligibility for this benefit.)
- (4) The retiree's dependents must enroll in Medicare Part "A" (Hospital Insurance) when eligible for such enrollment without cost to the retiree and/or his/her dependents.
- (5) The retiree's dependents must enroll in Medicare Part "B" (Medical Insurance) upon attainment of age sixty-five (65).

- c. At such time as the benefits under this Article expire, the retiree may elect to continue these benefits at his/her own cost as provided in Section 2 below.

2. **Retiree-Paid Group Insurance**

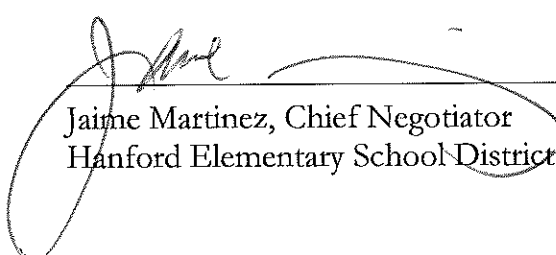
Teachers retiring after their fifty-fifth (55th) birthday or retiring under STRS disability or who do not meet the service requirements shall have the option at the

time of their retirement to continue membership in District's medical and dental group insurance plans at the retiree's expense.

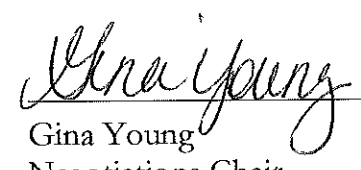
- a. Payments for benefit coverage shall be made on a monthly basis by the insured prior to the premium due date.
- b. Failure to make said timely premium payment may result in cancellation of group insurance.
- c. In order to continue such coverage beyond the insured's sixty-fifth (65th) birthday, the retiree and/or dependents shall be required to enroll in Medicare Part A. In any case, the retiree and/or dependents shall be required to enroll in Medicare Part B by payment of the required premiums.
- d. The District agrees to inform potential retirees of the cost, payment procedures, payment changes, and premium due dates at the time of their retirement.

FOR THE DISTRICT:

FOR HETA:


Jaime Martinez, Chief Negotiator
Hanford Elementary School District

5/14/17
Date


Gina Young
Negotiations Chair

5/14/17
Date

Tentative Agreement 2017-2018
May 11, 2017

ARTICLE 20: SALARY

A. Salary Schedules

1. Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2015-2016 2016-2017 shall be increased by ~~four point zero three (4.03%)~~ One point seven seven percent (1.77%) effective July 1, 2016 2017 (see Appendices A in this Agreement).
2. ~~Teacher Salary Schedules and the Nurse Salary Schedule in effect for 2015-2016 shall be increased by .50% effective July 1, 2016 to compensate unit members' for the one (1) additional Professional Development Day added effective 2016-2017.~~
32. Teachers shall be compensated in accordance with the Credentialed Teacher Salary Schedule or Non-Credentialed Teacher and Intern Salary Schedule "B", as appropriate.
43. Nurses shall be compensated in accordance with the Nurse Salary Schedule "C", as appropriate.

B. Initial Salary Schedule Placement for Teachers

The following factors shall be considered for initial placement on the Teacher Salary Schedule:

1. Effective with the 2003-2004 school year, year-for-year teaching experience shall be granted for placement on the salary schedule.

- a. One (1) year of teaching credit shall be given for each year in which teaching service was rendered for seventy-five percent (75%) or more of the teaching year.
 - b. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract (i.e., two (2) certificated employees sharing one (1) job) or $\frac{1}{2}$ time teacher.
2. Unit computation shall be weighed on a semester-unit basis. Quarter ($\frac{1}{4}$) units are converted to semester units by multiplying the quarter ($\frac{1}{4}$) units by two-thirds ($\frac{2}{3}$).
3. Placement on the appropriate Salary Schedule and Column shall be in accordance with the educational and credential requirements identified on the Salary Schedules.
4. Tenured teachers returning to the District after resigning shall be subject to California Education Code, Sections 44848.
5. For purposes of initial salary schedule placement, teaching experience shall be verified by the District. Initial salary schedule placement shall be based on official transcripts of all college credits received and verified by the District on or before August 12, or on the date of employment if after August 12.
6. The initial offer of employment shall be based on verified units which have been received by the District on the date of the offer of employment.
7. A teacher employed by the District at the time s/he enters military service will be given credit for each year of service experience upon resumption of his/her employment by the District.

8. For initial placement purposes, only upper division and/or graduate units earned **after** receipt of a Bachelor's Degree shall be used, except that such units earned during the semester immediately preceding the receipt of the Bachelor's Degree for which post baccalaureate credit was given by the awarding institution shall also be applied. Post baccalaureate credit must be noted on the transcript.

C. Salary Schedule Advancement for Teachers

1. Advancement from Column to Column is based upon increments of fifteen (15) semester units which were graded "pass" or "C" or better and possession of the required credential.
 - a. Units to be used after initial placement for column to column advancement on the Salary Schedule shall be upper division and/or graduate units.

Lower division courses shall be counted towards column advancement if said courses are taken at the request of the District or if required for Board authorization to teach particular subjects in accordance with California Education Code provisions.
 - b. For column advancement on the Credentialed and/or the Non-Credentialed Teacher Salary Schedules, teachers shall submit official transcripts, report cards, or other means of verification deemed appropriate by the District, by no later than August 12th of each year.
2. Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

- a. Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
 - b. Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.
- 3. A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of seventy-five percent (75%) of full-time service of an established work year.
 - 4. One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working ½ contract.
 - 5. No advancement will be made for less than 50% of a full contract worked.

D. Teaching Stipends

- 1. The following teachers shall, in addition to their basic annual salary, be paid an annual responsibility stipend, for assignments as follows:
 - a. Resource Specialist Program Teacher \$2,000.00
 - b. Special Day Class Teacher \$2,500.00
 - c. Jefferson Charter Academy Spanish Bilingual \$2,000.00
Teacher with BCLAD certification in Spanish
 - d. Jefferson Charter Academy Spanish Bilingual \$1,200.00
Teacher without BCLAD certification in Spanish
 - e. Combination Class Teacher \$1,500.00
 - f. Split Assignment (two or more schools) \$ 825.00
(does not include band teachers)

| | | |
|----|-------------------------------|------------|
| g. | Community Day School Teacher | \$3,500.00 |
| h. | Instructional/Induction Coach | \$4,000.00 |
| i. | Master's Degree | \$1,200.00 |
| j. | Doctorate Degree | \$1,014.00 |

Payment of these stipends shall be incorporated into the teacher's regular monthly salary payments, on a pro-rata basis.

E. Initial Salary Schedule Placement and Advancement for Nurses

1. Nurses new to the District will be placed on Step 1 of Schedule "C".
2. Nurses who worked at least 75% of the student days during an established work year shall advance each year to the next step.
3. Nurses are paid based on Salary Schedule "C" and therefore not eligible for longevity steps as available on the Credentialed Teacher Salary Schedule.

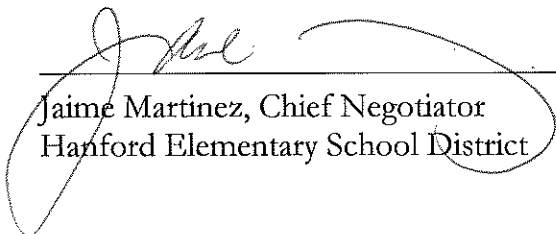
F. MISCELLANEOUS PROVISIONS

1. Any certificated employee who accepts the extension of his/her work year beyond the regular work year, as otherwise established herein, shall be paid at his/her regular per diem rate, if said extended period immediately precedes or follows the regular work year. Any teacher who agrees to provide service(s) to the District at times that do not immediately precede or follow the regular work year shall be paid at rates to be established by the District.
2. Daily Rate of Pay means the teacher's annual salary divided by the number of days in the established work year, except as otherwise provided for in this Agreement.

3. Hourly Rate of Pay means the Daily Rate of Pay divided by eight (8), except as otherwise provided in this Agreement.
4. The Average Hourly Rate of Pay for all bargaining unit members will be calculated by increasing the existing rate by the cost of living adjustment agreed to by the bargaining unit for that year. If there is no cost of living adjustment for a designated school year, the Average Hourly Rate of Pay will remain unchanged.
5. The sharing of teaching contracts shall not result in additional or unreasonable burden to the district. Teachers on a shared contract shall be paid the per diem rate that equals fifty percent (50%) of their annual salary rate divided by fifty percent (50%) of the number of work days for full time teachers for each work day in the shared contract period.
6. Certificated unit members assigned to more than one school site during an instructional day shall be entitled to mileage in accordance with Board Policy.

FOR THE DISTRICT:

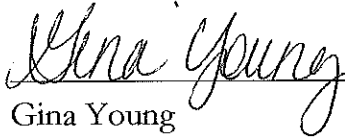
FOR HETA:



Jaime Martinez, Chief Negotiator
Hanford Elementary School District

Date

5/11/17



Gina Young
Negotiations Chair

Date

5/11/17

2016-2017 2017-2018 CREDENTIALLED TEACHER SALARY SCHEDULE "A"**187 Work Days**

| STEP | COLUMN | | | |
|--------|---|---------------------------|-------------------------|-------------------------|
| | I | II | III | IV |
| | BA | BA + 45 | BA + 60 | BA + 75 |
| | semester hours | semester hours | semester hours | semester hours |
| | + Credential ¹ | + Credential ¹ | Credential ¹ | Credential ¹ |
| 1 | 50,260 | 52,270 | 54,361 | 56,536 |
| 2 | 52,270 | 54,361 | 56,536 | 58,797 |
| 3 | 54,361 | 56,536 | 58,797 | 61,149 |
| 4 | 56,536 | 58,797 | 61,149 | 63,595 |
| 5 | 58,797 | 61,149 | 63,595 | 66,139 |
| 6 | 61,149 | 63,595 | 66,139 | 68,784 |
| 7 | 63,595 | 66,139 | 68,784 | 71,536 |
| 8 | 66,139 | 68,784 | 71,536 | 74,397 |
| 9 | 68,784 | 71,536 | 74,397 | 77,373 |
| 10 | | 74,397 | 77,373 | 80,468 |
| 11 | | 77,373 | 80,468 | 83,687 |
| 12 | | | 83,687 | 87,034 |
| | | | | |
| L - 15 | Requires 15 years of service ² | | 87,034 | 90,515 |
| L - 20 | Requires 20 years of service ² | | 90,515 | 94,136 |
| L - 25 | Requires 25 years of service ² | | 94,136 | 97,901 |
| L - 30 | Requires 30 years of service ² | | 97,901 | 101,818 |

¹ Preliminary or Clear/Professional Clear teaching or service credential authorizing service at the elementary (K-8) level.

² "Years of service" for purpose of longevity steps means certificated service in the Hanford Elementary School District for at least 75% of the student days of each year, including paid leave days.

INITIAL STEP PLACEMENT

New teachers will be given step placement credit on a year-for-year basis for previous full-time teaching experience up to Step 12.

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

One (1) year of teaching credit shall be given for every two (2) years of teaching service rendered on a half-time contract in this District (i.e., two (2) certificated employees sharing one (1) job) or teacher working 1/2 contract.

STIPENDS

| | | | |
|--|------------------|---------------------------------|------------------|
| Jefferson Charter Academy Spanish Bilingual Teacher with BCLAD certification in Spanish | \$2,000 per year | Instructional / Induction Coach | \$4,000 per year |
| Jefferson Charter Academy Spanish Bilingual Teacher without BCLAD certification in Spanish | \$1,200 per year | Masters | \$1,200 per year |
| Special Day Class Teacher | \$2,500 per year | Doctorate | \$1,014 per year |
| Resource Specialist Program Teacher | \$2,000 per year | Combination Class | \$1,500 per year |
| Community Day School Teacher | \$3,500 per year | Split Assign. 2 schools | \$ 825 per year |

AVERAGE HOURLY RATE OF PAY (Article 20) = \$47.75 \$48.60

Adopted: / /17

Effective: 07/01/17

HANFORD ELEMENTARY SCHOOL DISTRICT
2016-2017 2017-2018 Non-Credentialed Teacher and Intern
Salary Schedule "B"
(For Teachers Hired On or After November 1, 2000)
187 Work Days

| STEP | COLUMN | |
|------|---------------|-------------------|
| | B-1 B.A. | B-11 B.A. + 15 |
| 1 | 46,238 | 47,164 |
| | <u>47,056</u> | <u>47,998</u> |
| 2 | 47,164 | 48,107 |
| | <u>47,998</u> | <u>48,957</u> |

INITIAL STEP PLACEMENT

Teachers with one year of full-time teaching experience will be placed at Step 2 of the appropriate column.

STEP ADVANCEMENT

A one-step advancement on the Teacher Salary Schedule shall be granted for each school year in the District if the teacher is in paid status for the equivalent of 75% of full-time service of an established work year.

ADVANCEMENT TO CREDENTIALLED TEACHER SALARY SCHEDULE

Non-credentialed teachers shall be eligible for placement on the Credentialed Teacher Salary Schedule in accordance with the following schedule:

- (1) Effective the first contracted day of the school year, if the District receives verification of the teacher's preliminary credential on or before September 12 of that year; or
- (2) Effective February 1 if the District receives verification of the teacher's preliminary credential on or before February 10.

STIPENDS

| | | | |
|--|------------------|---------------------------------|------------------|
| Jefferson Charter Academy Spanish Bilingual Teacher with BCLAD certification in Spanish | \$2,000 per year | Instructional / Induction Coach | \$4,000 per year |
| Jefferson Charter Academy Spanish Bilingual Teacher without BCLAD certification in Spanish | \$1,200 per year | Masters | \$1,200 per year |
| Special Day Class Teacher | \$2,500 per year | Doctorate | \$1,014 per year |
| Resource Specialist Program Teacher | \$2,000 per year | Combination Class | \$1,500 per year |
| Community Day School Teacher | \$3,500 per year | Split Assgmt. 2 schools | \$ 825 per year |

AVERAGE HOURLY RATE OF PAY (Article 20) = \$47.75 \$48.60

Adopted: / /17

Effective: 07/01/17

HANFORD ELEMENTARY SCHOOL DISTRICT
~~2016-2017~~ **2017-2018** School Nurse
Salary Schedule "C"

187 Work Days

| STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 |
|---------------|--------|--------|--------|---------|
| 84,483 | 87,862 | 91,376 | 95,030 | 98,833 |
| 85,978 | 89,417 | 92,994 | 96,714 | 100,583 |

Adopted: / / 17

Effective: 07/01/17

**CERTIFICATION #1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF
COLLECTIVE BARGAINING AGREEMENT**

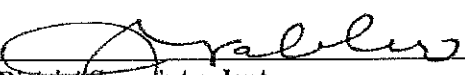
The disclosure document must be signed by the district Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the **Hanford Elementary School District**, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the **Certificated Bargaining Unit**, during the term of the agreement from **July 1, 2016 to June 30, 2019**.

The budget revisions necessary to meet the costs of the agreement in each year of its term are as follows:

| <u>Budget Adjustment Categories</u> | <u>Budget Adjustment Increase (Decrease)</u> |
|---|--|
| <u>Revenues/Other Financing Sources</u> | <u>0</u> |
| <u>Expenditures/Other Financing Uses</u> | <u>650,956</u> |
| <u>Ending Balance Increase (Decrease)</u> | <u>(650,956)</u> |

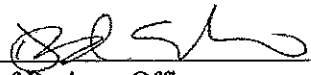
☐ (No budget revisions necessary)



District Superintendent
(Signature)

5/26/17

Date



Chief Business Officer
(Signature)

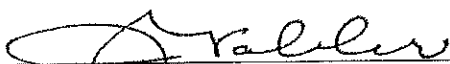
5/26/17

Date

CERTIFICATION #2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement" in accordance with the requirements of AB1200 and Government Code Section 3547.5.


 District Superintendent (or Designee)
 (Signature)

5/26/17
 Date

David Endo
 Contact Person

559-585-3628
 Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on June 14, 2017, took action to approve the proposed Agreement with the Certificated Bargaining Unit.

 President (or Clerk), Governing Board
 (Signature)

 Date

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

Hanford Elementary School District

Name of Bargaining Unit: Certificated

New Agreement: _____

Reopener: X

The proposed agreement is an agreement that covers the period beginning July 1, 2016 and ending June 30, 2019 and will be acted upon the Governing Board at it meeting on June 14, 2017.

A.(1) Proposed Change in Compensation

| Compensation | | Fiscal Impact of Proposed Agreement Increase (Decrease) and Percentage Change | | | |
|--------------|--|--|---------------------------|---------------------|---------------------|
| | | Cost Prior to Proposed Agreement | Current Year 2017-2018 | Year 2 2018-2019 | Year 3 2019-2020 |
| 1 | Base Salary | \$ 21,515,344 | \$ 380,822 | \$ 380,822 | \$ 380,822 |
| | | | 1.77% | 1.77% | 1.77% |
| 2 | Other Compensation | \$ 1,041,507 | \$ - | \$ - | \$ - |
| | | | 0.00% | 0.00% | 0.00% |
| 3 | Total Salary - (Sum of 1 & 2) | \$ 22,556,851 | \$ 380,822 | \$ 380,822 | \$ 380,822 |
| | | | 1.69% | 1.69% | 1.69% |
| 4 | Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare | \$ 4,019,631 | \$ 67,862 | \$ 74,908 | \$ 81,953 |
| | | | 1.69% | 1.86% | 2.04% |
| 5 | Health/Welfare Benefits | \$ 3,814,013 | \$ 202,272 | \$ 202,272 | \$ 202,272 |
| | | | 5.30% | 5.30% | 5.30% |
| 6 | Total Benefits - (Total Lines 4 & 5) | \$ 7,833,644 | \$ 270,134 | \$ 277,180 | \$ 284,225 |
| | | | 3.45% | 3.54% | 3.63% |
| 7 | Total Compensation (Sum of Lines 3 & 6) | \$ 30,390,495 | \$ 650,956 | \$ 658,001 | \$ 665,046 |
| | | | 2.14% | 2.17% | 2.19% |

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
 In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- A.(2) Provide a brief narrative of the proposed change in compensation, including percentage change(s), effective date(s), and comments and explanations as necessary:

A 1.77% increase to the first step of the Certificated salary schedule beginning with the 2017-2018 school year. The subsequent steps will be increased in accordance with the current structure. There will also be an increase of \$56/month to the healthcare cap bringing the annual total to \$14,245.32.

- B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development days, teacher prep time, etc.)

None.

- C. What are the specific impacts on instructional and support programs to accommodate the settlement? Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.

None.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

- D. What contingency language is included in the proposed agreement? Include specific areas identified for reopeners, applicable fiscal years, and specific contingency language.**

There is no contingency language included in the proposed agreement and the on schedule costs are ongoing.

E. Source of Funding for Proposed Agreement

1. Current Year

The current year funding will be funded with the projected unrestricted General Fund surplus.

2. How will the ongoing cost of the proposed agreement be funded in future years?

Ongoing cost will be funded with projected growth in the Local Control Funding Formula.

- 3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations)**

Future years are funded with the underlying surplus the District is currently experiencing. The assumptions used in the multi-year projection are listed.

3A. For multi-year agreements, please provide a multi-year financial projection covering the term of the agreement. Include all assumptions used in the projections, growth, COLA, etc.

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT
In Accordance with AB 1200 (Statutes of 1991, Chapter 1213); G.C. 3547.5

G. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.


District Superintendent
(Signature)

5/26/17
Date

Contact Person: David Endo Telephone No.: 559-585-3628

IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET
In Accordance with AB3141 (Statutes of 1994, Chapter 650) (G.C. 42142)

Hanford Elementary School District

| | (Col. 1) Latest Board Approved Budget | (Col. 2) Adjustments as a Result of Settlement (from page 1) | (Col. 3) Other Revisions (provide explanation) | Notes (Col. 3) | (Col. 4) Total Impact on Budget (Col. 1+2+3) |
|---|---|--|---|-------------------|--|
| REVENUES | | | | | |
| Revenue Limit Source (8010-8099) | \$ 52,536,162 | \$ - | \$ - | | \$ 52,536,587 |
| Remaining Revenues (8100-8799) | \$ 9,512,199 | \$ - | \$ - | | \$ 9,512,199 |
| TOTAL REVENUES | \$ 62,048,361 | \$ - | \$ - | | \$ 62,048,780 |
| EXPENDITURES | | | | | |
| 1000 Certificated Salaries | \$ 26,071,290 | \$ 380,822 | \$ - | | \$ 26,452,112 |
| 2000 Classified Salaries | \$ 10,424,580 | \$ - | \$ - | | \$ 10,424,580 |
| 3000 Employees' Benefits | \$ 15,422,808 | \$ 270,134 | \$ - | | \$ 15,692,942 |
| 4000 Books and Supplies | \$ 3,866,133 | | \$ - | | \$ 3,866,133 |
| 5000 Services and Operating Exps | \$ 3,494,803 | \$ - | \$ - | | \$ 3,494,803 |
| 6000 Capital Outlay | \$ 452,989 | \$ - | \$ - | | \$ 452,989 |
| 7000 Other | \$ 979,762 | \$ - | \$ - | | \$ 979,762 |
| TOTAL EXPENDITURES | \$ 60,712,364 | \$ 650,956 | \$ - | | \$ 61,363,320 |
| OPERATING SURPLUS (DEFICIT) | \$ 1,335,997 | \$ (650,956) | \$ - | | \$ 685,041 |
| OTHER SOURCES AND TRANSFERS IN | \$ - | \$ - | \$ - | | \$ - |
| OTHER USES AND TRANSFERS OUT | \$ - | \$ - | \$ - | | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 1,335,997 | \$ (650,956) | \$ - | | \$ 685,041 |
| BEGINNING BALANCE | \$ 8,869,575 | \$ - | \$ - | | \$ 8,869,575 |
| CURRENT YEAR ENDING BALANCE | \$ 10,205,572 | \$ (650,956) | \$ - | | \$ 9,554,616 |
| COMPONENTS OF ENDING BALANCE: | | | | | |
| Nonspendable / Restricted | \$ 612,542 | \$ - | \$ - | | \$ 612,542 |
| Reserved for Economic Uncertainties | \$ 3,700,000 | \$ - | \$ - | | \$ 3,700,000 |
| Board Designated Amounts | \$ - | \$ - | \$ - | | \$ - |
| Unappropriated Amounts | \$ 5,893,030 | \$ (650,956) | \$ - | | \$ 5,242,074 |

A. Date of governing board approval of budget revisions in Col. 1
6/14/2017

Contact Person: David Endo

Date: 06/07/2017

5/22/2017
2017/2018 Certificated
DCE

Multiyear Projection

Hanford Elementary School District

| | 17-18 | 18-19 | % | 19-20 | % | Explanations |
|---|----------------------|----------------------|---------------|----------------------|--------------|--------------|
| REVENUES | | | | | | |
| Revenue Limit Source (8010-8099) | \$ 52,536,587 | \$ 54,997,277 | 4.7% | \$ 56,679,115 | 3.1% | 1 |
| Remaining Revenues (8100-8799) | \$ 9,512,199 | \$ 9,512,199 | 0.0% | \$ 9,512,199 | 0.0% | |
| TOTAL REVENUES | \$ 62,048,786 | \$ 64,509,476 | 4.0% | \$ 66,191,314 | 2.6% | |
| EXPENDITURES | | | | | | |
| 1000 Certificated Salaries | \$ 26,452,112 | \$ 27,051,112 | 2.3% | \$ 27,650,112 | 2.2% | 2 |
| 2000 Classified Salaries | \$ 10,424,580 | \$ 10,585,580 | 1.5% | \$ 10,746,580 | 1.5% | 2 |
| 3000 Employees' Benefits | \$ 15,692,942 | \$ 16,612,518 | 5.9% | \$ 17,576,818 | 5.8% | 4 |
| 4000 Books and Supplies | \$ 3,866,133 | \$ 3,866,133 | 0.0% | \$ 3,866,133 | 0.0% | |
| 5000 Services and Operating Exps | \$ 3,494,803 | \$ 3,453,803 | -1.2% | \$ 3,453,803 | 0.0% | 5 |
| 6000 Capital Outlay | \$ 452,989 | \$ 452,989 | 0.0% | \$ 452,989 | 0.0% | |
| 7000 Other | \$ 979,762 | \$ 979,762 | 0.0% | \$ 979,762 | 0.0% | |
| TOTAL EXPENDITURES | \$ 61,365,320 | \$ 63,001,896 | 2.7% | \$ 64,726,196 | 2.7% | |
| OPERATING SURPLUS (DEFICIT) | \$ 683,466 | \$ 1,507,580 | 119.9% | \$ 1,465,118 | -2.8% | |
| OTHER SOURCES AND TRANSFERS IN | \$ - | \$ - | 0.0% | \$ - | 0.0% | |
| OTHER USES AND TRANSFERS OUT | \$ - | \$ - | 0.0% | \$ - | 0.0% | |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ 683,466 | \$ 1,507,580 | 119.9% | \$ 1,465,118 | -2.8% | |
| BEGINNING BALANCE | \$ 8,869,575 | \$ 9,555,041 | 7.7% | \$ 11,062,620 | 15.8% | |
| CURRENT YEAR ENDING BALANCE | \$ 9,553,041 | \$ 11,062,620 | 15.8% | \$ 12,527,738 | 13.2% | |

Explanations:

- 1 2.15% COLA and 71.53% gap closure in 18-19 and 2.35% COLA and 73.51% gap closure in 19-20
- 2 \$599k Certificated step and column
- 3 \$161k Classified step
- 4 STRS rate project to increase to 16.28% in 18-19 and 18.13% in 19-20 / PERS rate projected to increase to 18.10% in 18-19 and 20.80% in 19-20
- 5 (\$16k) removal of residual Educator Excellence grant expenditures / (\$25k) removal of bus repair expenditure

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **June 5, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 14, 2017****ITEM:** BP 6144 Revisions**PURPOSE:** Approval for BP 6144 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Controversial Issues

BP 6144

Instruction

The Board of Trustees believes that students should have opportunities to discuss controversial issues which have political, social or economic significance and which the students are mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions and respect the opinions of others.

The Board expects teachers to exercise caution and exercise professional judgment when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic which they feel is not suitable for the class or related to the established course of study. They shall consult with the Superintendent or designee as necessary to determine the appropriateness of the subject matter, guest speakers, and/or related instructional materials or resources.

~~The Board also expects teachers to ensure that all sides of~~ When providing instruction related to a controversial issue ~~are impartially, the following guidelines shall apply:~~

1. The topic shall be suitable to the age and maturity of the students.

2. Instruction shall be presented, with adequate and appropriate factual information. Without in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any ~~partisan~~ particular point of view, the

3. The teacher ~~should help students separate fact from~~ may express a personal opinion and warn them against drawing conclusions from insufficient data. provided he/she identifies it as a personal opinion and clarifies that he/she is not speaking on behalf of the school or district. The teacher shall not ~~suppress any~~ express an opinion for the purpose of persuading students to his/her point of view.

4. No student's ~~view on the issue as long as its~~ viewpoint shall be suppressed, provided such expression is not malicious or abusive toward others. Students shall be assured of their right to form and express an opinion without jeopardizing their relationship with the teacher or school.

~~Teachers sponsoring guest speakers~~ (cf. 5022 - Student and Family Privacy Rights)

5. Students shall ~~either ask them not to use their position or influence on~~ be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.

6. Adequate factual information shall be provided to help students to forward objectively analyze and evaluate the issue and draw their own religious, political, economic conclusions.

7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or social views any other basis prohibited by law.

8. The subject matter of the instruction shall not otherwise be prohibited by state or shall take active steps federal law.

When a guest speaker is invited to make a presentation related to neutralize whatever bias has been presented a controversial issue, the Board requires that he/she be notified of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

When required by law or otherwise deemed appropriate by the teacher or administrator, parents/guardians shall be notified prior to instruction related to any controversial issue and parent/guardian consent shall be obtained for student participation. Students whose parents/guardians decline such instruction may be offered the option to participate in an alternative activity of similar value.

A student or parent/guardian with concerns regarding instruction about controversial issues shall be directed to appropriate district complaint procedures.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

51500 Prohibited instruction or activity

51510 Prohibited study or supplemental materials

51511 Religious matters properly included in courses of study

51530 Prohibition and definition ~~re~~regarding advocating or teaching communism with intent to indoctrinate

51933 Sex education courses

51938 Right of parent/guardian to excuse child from sexual health instruction

60040 Portrayal of cultural and racial diversity

60044 Prohibited instructional materials

~~60045 Required to be accurate, objective, current, and suited to needs and comprehension at respective grade levels~~

Policy HANFORD ELEMENTARY SCHOOL DISTRICT

adopted: May 16, 2001 Hanford, California

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **June 5, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 14, 2017****ITEM:** BP 6152 Revisions**PURPOSE:** Approval of BP 6152 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Class Assignment

BP 6152

Instruction

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific courses and classes~~classrooms~~, the principal~~Superintendent~~ or designee may consider the following criteria as appropriate for the grade level and courses~~shall strive to provide the best possible learning environment for each student. Insofar as possible, consideration shall be given to:~~

1. ~~—Staff recommendation, including, but not limited to, the recommendations of teachers and counselors-~~

~~2. —Gender and ethnic balance~~

~~3. —Academic balance of high, medium and low achievers~~

~~4. —Balance of students with social or emotional problems~~

5. Skills and classroom management style of individual teachers-

3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses

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

(cf. 6152.1 - Placement in Mathematics Courses)

(cf. 6162.5 - Student Assessment)

(cf. 6162.51 - State Academic Achievement Tests)

4. Balance of high, medium, and low academic achievers

5

6. Student interests, readiness, behavior, and motivation

67. Student/teacher ratios and, if relevant, class size reduction considerations

(cf. 6151 - Class Size)

8. ~~Student skill level as indicated by achievement and testing data~~

The ~~principal~~~~Superintendent~~ or designee may accept from parents/guardians any information which would be helpful in making placement decisions. ~~However, a parent~~~~parents~~/guardian who ~~provides~~~~provide~~ such information shall be informed that ~~a request~~~~requests~~ for a specific teacher shall be ~~used as only~~ one of many ~~determining~~ factors which ~~may~~~~must~~ be taken into account when determining his/her child's placement.

During the school year, the ~~principal~~~~Superintendent~~ or designee may make any adjustments in class placement which he/she considers beneficial to the student or the educational program.

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

51228.1 Assignment to courses without educational content, grades 9-12

51228.2 Assignment to courses previously completed, grades 9-12

51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

~~CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS~~

~~Elementary Makes the Grade!, 2000~~

WEB SITES

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

National Association for the Education of Young Children: <http://www.naeyc.org>

Policy HANFORD ELEMENTARY SCHOOL DISTRICT


adopted: May 16, 2001 Hanford, California

revised: May 5, 2004

revised: March 7, 2007

revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **June 5, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 14, 2017****ITEM:** BP 6161.11 Revisions**PURPOSE:** Approval for BP 6161.11 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Supplementary Instructional Materials

BP 6161.11

Instruction

The Governing Board encourages the use of supplementary instructional materials which are relevant to curriculum objectives and compatible with district goals and objectives. By using such materials, teachers can introduce content and instructional strategies that to enrich the curriculum, and enhance student learning, help students make critical judgments. Such materials shall be aligned with district goals, curriculum objectives, and stimulate their intellectual growth. academic standards and shall supplement and not supplant the use of Board-adopted basic instructional materials that serve as the primary learning resources.

Teachers shall carefully preview all supplementary instructional materials in order to ensure that, in their professional judgment, the materials are:

1. Directly related to the course of study in which they are being used
2. Appropriate for students' ages and maturity levels

Supplementary instructional materials must also be consistent with criteria developed for the selection and evaluation of other instructional materials. If the teacher believes that the materials may be in conflict with district criteria, the teacher shall confer with the principal or designee before using them.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

Supplementary instructional materials include, but are not limited to, instructional materials that are designed to serve one or more of the following purposes: (Education Code 60010)

1. To provide more complete coverage of one or more subjects included in a given course
2. To meet the various learning ability levels of students in a given age group or grade level
3. To meet the diverse educational needs of students with a language disability in a given age group or grade level
4. To meet the diverse educational needs of students reflective of a condition of cultural pluralism
5. To use current, relevant technology that further engages interactive learning in the classroom and beyond

~~All materials must be used within legal copyright limits.~~

Supplementary instructional materials may be selected by the Superintendent or designee, school administrators, or teachers, as applicable, and obtained through donations to the district and/or available funding sources designated for these purposes.

As appropriate, supplementary instructional materials shall meet the criteria developed for the selection and evaluation of basic instructional materials as described in AR 6161.1 - Selection and Evaluation of Instructional Materials. Supplementary instructional materials shall be directly related to the course of study in which they are being used and shall be appropriate for the age and maturity level of the students.

The use or reproduction of supplementary instructional materials shall be in accordance with federal copyright law.

Films

~~When a teacher desires to show a film that has not been approved by the district or county for use in the grade level taught, the teacher shall~~ Supplementary Materials Aligned with Common Core Standards

To prepare district students to achieve the Common Core Standards in English language arts and mathematics and the English language development standards, as applicable, the Board may select supplementary instructional materials from the lists of materials determined by the State Board of Education (SBE) to be aligned with those standards. (Education Code 60605.86-60605.88)

The Board may approve supplementary instructional materials that are not on the lists approved by the SBE but which are aligned with the Common Core Standards provided that the materials comply with the evaluation criteria established by the SBE and Education Code 60050, 60060-60062, and 60226. The Board shall select content review experts who possess the qualifications specified in law to review and recommend such supplementary materials. The majority of the content review experts shall be teachers who are credentialed and/or authorized in the subject area they are reviewing and the remainder shall include appropriate persons from postsecondary educational institutions, school and district curriculum administrators, and other persons who are knowledgeable in the subject area. (Education Code 60605.86-60605.88)

Appropriateness of Materials

Whenever a district employee proposes to use a supplementary resource which is not included in the approved learning resources of the district, he/she shall preview the ~~film~~ material to determine whether, in his/her professional judgment ~~it is~~, it is appropriate for the grade level taught and is consistent with district criteria for the selection of supplementary instructional materials. ~~All films must be appropriate for the curriculum and the students' ages.~~

~~If the teacher has any questions about how established district criteria apply to the film, he/she shall confer with the principal or designee before showing the film.~~

~~(cf. The employee shall confer with the Superintendent or designee as necessary to determine the compliance of the material with district criteria. The primary considerations should be the educational value, appropriateness, and relevance of the materials as well as the ages and maturity of the students.~~

~~(cf. 6141.2 - Recognition of Religious Beliefs and Customs)~~

~~(cf. (cf. 6142.1 - Family Life/Sex EducationSexual Health and HIV/AIDS Prevention Instruction)~~

~~(cf. 6144 - Controversial Issues)~~

Legal Reference:

EDUCATION CODE

233.5 Duty ~~re~~regarding instruction in morals, manners, and citizenship

18111 Exclusion of books by ~~Board of Trustees~~governing board

51510 Prohibited study or supplemental materials

51511 Religious matters properly included

51933 Sex education materials

60010 Definitions

60050 Social content review of instructional materials

60060-60062 Requirements of publishers

60200.7 Suspension of state instructional materials adoptions

60226 Learner verification of instructional materials

60400 Adoption of high school instructional materials

60605.8 Common Core Standards

60605.86-60605.88 Supplemental instructional materials aligned with Common Core Standards

60811.3 English language development standards

COURT DECISIONS

McCarthy v. Fletcher, ~~–~~(1989) 207 Cal. App. 3d 130

Fowler v. Board of Education of Lincoln County, (1978) 819 F.2d 657

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Standards for Evaluating Instructional Materials for Social Content, 2000

WEB SITES

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

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

Policy HANFORD ELEMENTARY SCHOOL DISTRICT
adopted: May 16, 2001 Hanford, California
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **June 5, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 14, 2017****ITEM:** AR 6162.51 Revisions**PURPOSE:** Approval for AR 6162.51 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Administrative Regulation

State Academic Achievement Tests

AR 6162.51

Instruction

The Superintendent or designee shall administer the California Assessment of Student Performance and Progress (CAASPP) to all district students at applicable grade levels, except those students exempted by law.

The district shall permit any locally funded charter school to administer the CAASPP to its students in coordination with the testing of district students. In addition, the Superintendent or designee shall arrange for the testing of students in any alternative education program or program conducted off campus, including, but not limited to, non-classroom based programs, continuation schools, independent study, community day schools, county community schools, juvenile court schools, or nonpublic, nonsectarian schools. No test shall be administered in a home or hospital except by a test examiner. (5 CCR 851)

~~On or before September 30~~ On or before July 1 of each year, the Superintendent or designee shall designate a district coordinator who shall oversee all matters related to the testing program and serve as the district representative and liaison with the test contractor and the California Department of Education (CDE). ~~The Superintendent or designee shall also designate a coordinator for each test site. The duties of the district and site test coordinators shall include those specified in 5 CRRCCR 857-858.~~ (5 CCR 857-858)

The Superintendent or designee also shall appoint trained test examiner/administrator(s) to administer the ~~state assessments~~. CAASPP achievement tests and test examiner(s) to administer the California Alternate Assessments. A test examiner shall be ~~an~~ a certificated or licensed employee or contractor of the district or, for an alternate assessment for students with disabilities, shall be a certificated or licensed employee of the school, district, or county office of education. - (5 CCR 850)

As appropriate, the Superintendent or designee shall assign a specially trained district employee to serve as a test proctor to assist the test examiner; a specially trained district employee, or other person supervised by a district employee, to serve as a translator to translate the test directions into a student's primary language; and a district employee to serve as a scribe to transcribe a student's responses to the format required by the test. A student's parent/guardian or sibling shall not be eligible to be that student's translator or scribe. (5 CCR 850)

~~Test coordinators, examiners, proctors, translators, and scribes shall sign a test security agreement or affidavit. (5 CCR 859)~~

All test administrators, test examiners, proctors, translators, scribes, district and site test coordinators, and other persons having access to any of the CAASPP achievement tests and

corresponding test materials, assessment technology platform, or tests administered pursuant to Education Code 60640 shall acknowledge the limited purpose of their access to the achievement tests by signing a test security affidavit. In addition, all district and site test coordinators shall sign a test security agreement before receiving any CAASPP achievement tests and corresponding test materials. The test security affidavit and test security agreement shall be those set forth in 5 CCR 859. (5 CCR 850, 859)

Tests Included in the State Assessment System

The district shall administer the following CAASPP assessments: (Education Code 60640; 5 CCR 851.5)

1. ~~The Smarter Balanced Assessment Consortium assessments~~1. The CAASPP achievement tests for English language arts and mathematics in grades 3-8 and 11, except that:

a. Recently arrived English learners, defined pursuant to Education Code 60603 as English learners who are in their first 12 months of attending a school in the United States, shall be exempted from taking the English language arts assessment to the extent allowed by federal law. A recently arrived English learner may be administered the test upon request by his/her parent/guardian.

b. Students with disabilities who are unable to participate in ~~these~~the English language arts and mathematics assessments, even with the resources described in the section "Testing Variations" below, ~~may~~shall be provided an alternate test when designated in accordance with their individualized education program (IEP), as provided in item #3 below.

2. Science assessments at grades 5, 8, and 10

However, students with disabilities who are unable to participate in the science assessments, even with the resources described in the "Testing Variations" section below, shall be provided an alternate test when designated in their IEP, as provided in item #3 below.

3. For students with disabilities who are unable to take the tests specified in items #1-2 above, even with appropriate accommodations or other testing resources, and who have an IEP that designates the use of alternate tests at the applicable grade levels:

a. California Alternate Assessment in English language arts and mathematics for students with significant cognitive disabilities

b. For the science assessment, either the California Modified Assessment or, for students with significant cognitive disabilities, the California Alternate Performance Assessment ~~or California Modified Assessment, in accordance with the student's IEP~~

In addition, the Superintendent or designee may administer a primary language assessment to English learners ~~in grades 2-11.~~ Administration of this test shall not replace the administration

of the above tests, administered in English, to English learners. (Education Code 60640)

The primary language assessment also may be used to assess students in a dual language immersion program who are not limited English proficient or who are redesignated fluent English proficient, subject to approval by the California Department of Education (CDE) of an agreement between the district and the state testing contractor. (Education Code 60640)

Exemptions

Each year the Superintendent or designee shall notify parents/guardians of their child's participation in the CAASPP and of the provisions of Education Code 60615 related to exemptions from testing. (5 CCR 852)

(cf. 5145.6 - Parental Notifications)

A parent/guardian may annually submit to the school a written request to excuse his/her child from any or all parts of the CAASPP assessments for the school year, and such a request shall be granted by the Superintendent or designee. However, district employees shall not solicit or encourage any exemption request on behalf of any student or group of students. (Education Code 60615; 5 CCR 852)

If a parent/guardian submits an exemption request after testing has begun, any test(s) completed before the request is submitted will be scored and the results reported to the parent/guardian and included in the student's records. (5 CCR 852)

Testing Period

The Superintendent or designee shall establish testing days for district students within the following available testing windows: (5 CCR 855)

1. Assessments in English language arts and mathematics shall ~~not~~ be administered ~~until~~between the date on which at least 66 percent of the school's or track's annual instructional days ~~have been completed~~ for grades 3-8, or at least 80 percent of the annual instructional days for grade 11, ~~and may continue up to and including have been completed and~~ the last day of instruction for the regular ~~school~~annual calendar of the school or track.
2. ~~Alternate assessments for students with disabilities and All~~ science assessments ~~for all students, including CAPA and CMA,~~ shall be administered during ~~aan~~ available testing window of 25 instructional days that includes 12 instructional days before and after completion of 85 percent of the school's, or track's, ~~or program's~~ annual instructional days.
3. Beginning in the 2016-17 school year, the CAA shall be administered during the available testing windows specified in item #1.
4. The primary language assessment shall be administered to English learners within the testing window specified in item #2.

Students who are absent during testing shall be provided an opportunity to take the tests within the testing window.

Testing Variations

Assessments CAASPP achievement tests and the primary language test shall be administered in accordance with the manuals or other instructions provided by the test contractor and/or CDE; except that, as appropriate, students may be provided universal tools, designated supports, and/or accommodations during the following testing that are specifically allowed pursuant to 5 CCR 853.5 or 853.7; variations may be used: (5 CCR 850, 853.5, 853.78)

1. Universal tools specified in 5 CCR 853.5 may be used with any student.
2. Designated supports specified in 5 CCR 853.5 and, if an English learner, in 5 CCR 853.7, may be used with a student for whom the need has been indicated by an educator or team of educators, with parent/guardian and student input as appropriate, or for whom the need is specified in the student's IEP or Section 504 plan.
3. Accommodations specified in 5 CCR 853.5 may be used with a student with disabilities when included in the student's IEP or Section 504 plan as resources that are regularly used in the classroom for the student's instruction and/or assessment(s). Such accommodations provided to shall be either utilized in the assessment environment or consist of changes in procedures or materials that increase equitable access during the assessment.
4. An unlisted resource that has not been specifically identified in 5 CCR 853.5 as an approved universal tool, designated support, or 853.7 but accommodation may be used with a student who has an IEP or Section 504 plan provided that the resource is one that is regularly used by a student in the classroom for instruction and/or assessment and the CDE has approved its use. At least 10 business days prior to the student's first day of CAASPP testing, the district or school site test coordinator may electronically submit a written request to the CDE for approval to use that individualized aid. He/she shall submit the request at least 10 business days prior to the student's first day of CAASPP testing; unlisted resource during that year. If the CDE determines that the unlisted resource changes the construct being measured, the unlisted resource may nevertheless be used with the student in order to generate an individual score report even though the student shall not be counted in the participation rate for accountability measures. (5 CCR 853.8)

In the administration of the CAA to a student with significant cognitive disabilities, the student may have all instructional supports that may be used in daily instruction or assessment, including language and physical supports, with the exception of any inappropriate test practices listed in test administration manuals. (5 CCR 850, 853.56)

Report of Test Results

For any state assessments that produce valid individual student results, the Superintendent or

designee shall forward or transmit the student's test results to his/her parents/guardians within 20 working days from receipt of the results from the test contractor or, if the district receives the results from the contractor after the last day of instruction for the school year, then within the first 20 working days of the next school year. The report shall include a clear explanation of the purpose of the test, the student's score, and its intended use by the district. An individual student's scores shall also be reported to his/her school and teacher(s) and shall be included in his/her student record. (Education Code 60641; 5 CCR 863)

(cf. 5125 - Student Records)

With parent/guardian consent, the Superintendent or designee may release a student's test results to a postsecondary educational institution for the purposes of credit, placement, determination of readiness for college-level coursework, or admission. (Education Code 60641)

The Superintendent or designee shall present districtwide, school-level, and grade-level results to the Governing Board at a regularly scheduled meeting. The Board shall not receive individual students' scores or the relative position of any individual student. (Education Code 49076, 60641)

Regulation HANFORD ELEMENTARY SCHOOL DISTRICT

approved: July 17, 2002 Hanford, California

revised: September 5, 2007

revised: May 7, 2008

revised: May 20, 2009

revised: October 8, 2014

revised: September 9, 2015

revised

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORMTO: **Joy C. Gabler**FROM: **Jill Rubalcava** DATE: **June 5, 2017**FOR: ☒ Board Meeting
☐ Superintendent's CabinetFOR: ☐ Information
☒ ActionDate you wish to have your item considered: **June 14, 2017****ITEM:** AR/BP 6162.6 Revisions**PURPOSE:** Approval for AR/BP 6162.6 Revisions**FISCAL IMPACT:** none**RECOMMENDATIONS:** Approval

Hanford ESD

Board Policy

Use Of Copyrighted Materials

BP 6162.6

Instruction

~~All district staff shall adhere to the provisions of the federal copyright law and maintain the highest ethical standards in using copyrighted materials. The district shall provide no legal support to any employee who violates the copyright law. Willful infringement of this law by students or staff may result in disciplinary action.~~

~~The Board of Trustees recognizes that computer software piracy contributes to higher costs and decreases commercial incentives for the development of quality educational computer software. In circumstances where the interpretation of the copyright law is ambiguous, the district shall determine appropriate use of computer software by referring to the license agreement and/or policy statements contained in the software packages used in the district. Computer related instruction for students and staff shall address the ethical and practical problems caused by software piracy.~~

The Governing Board recognizes that district staff and students may use a variety of copyrighted materials in the educational program and other district operations. When such materials have not been purchased by the district for the intended use, the Board expects staff and students to respect the protections afforded by federal law to the copyright owners of those materials and respect any limitations by the copyright holder to the license of such materials.

Any literary, musical, dramatic, choreographic, pictorial, graphic, sculptural, audiovisual or motion picture, sound, architectural, or other original work shall be assumed to be a copyrighted work, regardless of whether the work appears in print, audio, video, electronic, or other fixed and tangible form.

Before reproducing a copyrighted material for instructional or other district purposes, a staff member shall determine if the material is in the public domain or if the intended use of the material meets the criteria for fair use or another exception pursuant to 17 USC 107-122. If the material is not in the public domain or no recognized exception applies, the staff member shall seek permission of the copyright holder before using the material.

The Superintendent or designee shall be the only individual who may sign license agreements for software for district schools. Each school using licensed software inform staff that inclusion of an attribution citing the author and source of a copyrighted material does not absolve the staff member from the responsibility to either obtain permission or satisfy criteria for fair use or another exception.

If a staff member is uncertain as to whether the intended use of the material meets the criteria for fair use or another exception, he/she shall take the safest course and seek permission from the

copyright holder to use the material or, if it is impracticable to obtain permission, shall ~~have a signed copy of the software agreement~~ contact the Superintendent or designee for clarification and assistance.

Students shall not copy or distribute copyrighted works to others. Staff members shall take reasonable precautions to prevent copying or the use of unauthorized copies on school equipment.

The Superintendent or designee shall ~~maintain regulations to discourage violation of all~~ensure that staff and students receive information and training about copyright laws and ~~prevent illegal copying activities~~the penalties for violating such laws.

Legal Reference:

EDUCATION CODE

35182 Computer ~~Softwares~~software

UNITED STATES CODE, TITLE 17

101-122 Subject matter and scope of copyright, especially:

102 Definitions

106 Copyright protection

107 Fair use of copyrighted works

110 Limitations on exclusive rights: Exemption of certain performances and displays

504 Penalties for copyright infringement

COURT DECISIONS

Cambridge University Press et al. v. Becker et al. (N.D. Ga. 2012) 863 F.Supp.2d 1190

Campbell v. Acuff-Rose Music, Inc., (1994) 510 U.S. 569

Marcus v. Rowley, (9th Cir., 1982) 695 F.2d 1171

Management Resources:

NATIONAL SCHOOL DISTRICTBOARDS ASSOCIATION PUBLICATIONS

Copyright Law: Do Schools Need a License to Show a Movie?, School Law Review, July 2010

U.S. COPYRIGHT OFFICE PUBLICATIONS

Circular 21: Reproduction of Copyrighted Works by Educators and Librarians, rev. 2009

Circular 22: How to Investigate the Copyright Status of a Work, rev. 2013

Circular 23: The Copyright Card Catalog and the Online Files of the Copyright Office, rev. 2012

WEB SITES

Copyright Society of the USA: <http://www.csusa.org>

National School Boards Association: <http://www.nsba.org>

University of California, Copyright Education:

<http://copyright.universityofcalifornia.edu/usingcopyrightedworks.html>

U.S. Copyright Office: <http://www.copyright.gov>

Policy HANFORD ELEMENTARY

adopted: May 16, 2001 Hanford, California

revised:

Hanford ESD

Administrative Regulation

Use Of Copyrighted Materials

AR 6162.6

Instruction

~~Each employee making a reproduction shall first determine whether the copying is permitted by law based on the guidelines below. If the copying is not permitted according to these guidelines, the principal/designee may request permission to reproduce the material from its copyright holders.~~

~~Requests for permission to use copyrighted materials shall include-~~

Prior to reproducing, distributing, displaying, posting, performing, or otherwise using a copyrighted material for an instructional purpose or in the course of other district business, district staff shall determine whether it is necessary to request permission of the copyright holder. Unless the staff member is reasonably certain that the material is in the public domain or the intended use meets the criteria for an exception specified in 17 USC 107-122 and this administrative regulation, he/she shall either obtain permission from the copyright holder or avoid use of the material. In addition, permission of the copyright holder shall be requested whenever district staff intend to publicly disseminate a copyrighted work, such as by posting on the district or school web site or using another method of communications accessible to the public.

Any reproduction or other use of a copyrighted work shall include the copyright notice.

District staff shall not reproduce and distribute copyrighted works of any type in any of the following circumstances:

1. When the copyrighted work is a "consumable" work such as a workbook, standardized test, answer sheet, or similar material
2. To substitute for the purchase of the work
3. To create, replace, or substitute for anthologies or collective works

Request for Permission to Use Copyrighted Material

As necessary, district staff desiring to use a copyrighted material shall identify and contact the copyright holder to request permission to use the material. The request shall include the following information:

1. Title, author(s), editor(s) or publisher, producer(s) or distributor-

2. Edition, copyright, and/or production year:
3. Exact amount of material to be used ~~(i.e., such as the number of~~ lines, pages, ~~running time, etc.)~~ or chapters or percentage of the work
4. Nature of the use ~~(i.e., how many times, when and with whom the material, such as the course in which it will be used),~~ the grade level of the students, the number of students, and the frequency of use
5. ~~Number of copies to be made.~~
6. ~~How the material will be reproduced,~~ and distributed

If the copyright holder requires a fee to grant permission, district staff shall seek approval from the Superintendent or designee prior to incurring the cost.

Criteria for Fair Use

In considering whether a copyrighted work may be used without the copyright holder's permission on the grounds that the intended use is "fair use" pursuant to 17 USC 107, including reproduction in copies, phonorecords, or any other reproductive form for purposes such as criticism, comment, news reporting, teaching (including multiple copies for classroom use), scholarship, or research, district staff shall consider all of the following factors: (17 USC 107)

1. The purpose and character of the use, including whether the use is of a commercial nature or for nonprofit educational purposes

2. 7. If an initial contact was made by phone, the request shall also include the name of the initial contact person.

~~The following guidelines differentiate between permitted and prohibited uses of printed material, sheet and recorded music, videotapes, films, filmstrips or slide programs, off-air taping (radio or television), and computer software.~~

Printed Materials

Permitted Uses:

1. ~~Single copies at the request of an individual teacher:~~

~~a~~The nature of the copyrighted work

3. The amount and substantiality of the portion used in relation to the copyrighted work as a whole

4. The effect of the use upon the potential market for or value of the copyrighted work

Any determination of fair use shall weigh together all the factors specified in items #1-4 above in addition to any applicable guidelines presented in this administrative regulation for specific types of copyrighted works.

Guidelines for Copying Text

Staff may reproduce text from a copyrighted work from a printed resource, the Internet, or other source, without permission from the copyright holder, under the following conditions:

1. A single copy of a chapter of a book-

~~b. An~~ article from a ~~magazine~~periodical or newspaper,

~~c. A~~ short story, short essay ~~or~~ short poem, ~~whether or not from a collective work~~

~~d. A~~ chart, graph, diagram, drawing, cartoon ~~or a picture from a book, magazine or newspaper, or picture may be made by or for a teacher for his/her scholarly research or use in teaching or preparation to teach a class.~~

~~2.~~

2. Multiple copies ~~at the request of an individual teacher for classroom use~~, not to exceed one copy per student in a course, may be made by or for a teacher for classroom use or discussion, provided that:

a. Aa. The amount to be copied does not exceed:

(1) 250 words for a complete poem ~~if less than 250 words and if printed on not more than two pages.~~

~~b. An~~ excerpt from a ~~longer~~ poem, ~~not to exceed 250 words.~~

~~c. A~~ (2) 2,500 words for a complete article, story, or essay ~~of less than 2,500 words.~~

~~d. An~~ (2) 1,000 words or 10 percent of the whole (with a minimum of 500 words), whichever is less, for an excerpt from a larger prose work ~~not to exceed 10 percent of the whole or 1,000 words, whichever is less, but in any event a minimum of 500 words.~~

~~e. (4)~~ One illustration (e.g., chart, graph, diagram, cartoon, or picture) per book or magazineperiodical issue-

b. The copying is for only one course in the school.

c. With the exception of newspapers and other news periodicals, not more than one work is copied from the same author per term, not more than three works are copied from the same collective work or periodical volume per term, and there are no more than nine instances of multiple copying per course per term.

d. ~~All preceding copies must bear the copyright notice. They may be made only at the discretion of the individual teacher on occasions when a~~ A delay to request permission from the copyright holder would preclude ~~their~~the most effective instructional use. ~~Copying may not be used to replace purchase of books, anthologies or collected works~~ of the material.

Guidelines for Reproducing Sheet and Recorded Music

Permitted Uses:

District staff may reproduce sheet music and recorded music without permission from the copyright holder under the following conditions:

1. Emergency copies may be made when purchased copies needed for an imminent performance are ~~permitted~~not available, provided ~~they are replacing purchased copies and that~~ replacement ~~is planned~~copies shall be purchased in due course.

2. ~~Multiple~~

2. Single or multiple copies (one per student) of excerpts not constituting an entire-performable unit or more than 10% of the total work of works may be made for academic purposes other than performances, provided that the excerpt does not constitute an entire performable unit (e.g., a section, movement, or aria), no more than 10 percent of the total work is used, and the number of copies made does not exceed one per student.

3. ~~Purchased sheet music~~3. Printed copies that have been purchased may be edited or simplified provided that the character of the work is not distorted ~~or~~and lyrics are not added or altered.

4. A single copy of a recorded performance by students may be ~~retained by the district or individual teacher~~made for evaluation or rehearsal purposes.

5. A single copy of recordings of copyrighted music owned by the district or individual teacher may be made ~~and retained~~ for the purpose of constructing exercises or examinations.

Guidelines for Performing or Displaying Copyrighted Works

In the course of face-to-face instruction in a classroom or similar place devoted to instruction, teachers or students may recite, render, play, dance, act, or show a copyrighted work either directly or by means of any device or process or, in the case of a motion picture or other audiovisual work, show its images in any sequence or to make the sounds accompanying it audible, provided that: (17 USC 101, 110)

1. The performance or display is given by means of a lawfully obtained copy of the work.
 2. The performance or display is made by, at the direction of, or under the actual supervision of a teacher as an integral part of a class session.
 3. The performance or display is directly related and of material assistance to the teaching content of the transmission.
 4. The transmission is limited to students enrolled in the course or to Governing Board members or employees as part of their official duties or employment.
- 5.6.——A single copy of an excerpt that constitutes an entire performable unit (i.e., a movement or aria) may be made, provided it is either:

a.——Confirmed by the copyright proprietor to be out of print, or

b.——Unavailable except in a larger work. This may be done by or for a teacher only for scholarly research or in preparation for teaching a class.

If the work is to be digitally transmitted, the district has applied technological protections that reasonably prevent retention of the work in accessible form for longer than the class session and the unauthorized further dissemination of the work.

Any use of a motion picture or other audiovisual work outside the curriculum, such as for entertainment, a school or class reward, or a fundraiser, shall require permission from the copyright holder or a special viewing license.

Guidelines for Recording Broadcast Programming

Teachers may make recordings of television programs

1. A single copy of a portion of a sound recording may be made by or for a student, i.e., a song from a record, but not the entire recording. The copy may be used in the educational context in which it was made and may not be sold or performed for profit.

2. All copies made will include the copyright notice on the document and will not be made to replace purchase of music, collections or anthologies.

Videotapes, Films, Filmstrips or Slide Programs

Permitted Uses:

1.——A single copy of a portion of a copyrighted film or filmstrip may be made by a student for educational purposes if the material is owned by the school which the student attends.

2.——A single copy of a small portion of a film or filmstrip may be made by or for a teacher for scholarly or teaching purposes.

3. ~~Selected slides may be reproduced from a series if reproduction does not exceed 10% of the total or excerpt the essence of the work.~~

4. ~~A slide or overhead transparency series may be created from multiple sources as long as creation does not exceed 10% of photographs in one source (book, magazine, filmstrip, etc.). This may not be done when the source forbids photographic reproduction.~~

5. ~~A single overhead transparency may be created from a single page of a "consumable" workbook.~~

6. ~~Sections of a film may be excerpted for a local videotape (not to be shown over cable) if they do not exceed 10% of the total or excerpt the essence of the work. Extreme care must be exercised in copying a small portion of a film or filmstrip; small portions may contain the very essence of the material in question.~~

~~Radio—Off-Air Taping~~

~~Permitted Uses:~~

1. ~~A single copy of a small portion of a copyrighted radio program may be made by a student for educational purposes. Such a copy may not be sold or performed for profit.~~

2. ~~Copies of broadcasts by national public radio may be made by district employees and retained for an indefinite period~~use in a classroom for educational purposes under the following conditions:

~~Television—Off-Air Taping~~

~~Permitted Uses:~~

1. ~~A broadcast program may be recorded off-air simultaneously with broadcast transmission (including simultaneous cable retransmission) and retained for a period not to exceed 45 days. All off-air recordings shall be erased or destroyed at the end of the retention period. Broadcast programs are television programs transmitted for reception by the general public without charge.~~

2. ~~Off-air recordings~~1. Only programs provided to the public free of charge may be recorded and shown. Any use of programming from paid television services shall require permission of the copyright holder.

1. The recording may be shown only during the first 10 consecutive school days after it is made. It may be used once by an individual teacher in the course of relevant teaching activities and may be repeated once only when instructional reinforcement is necessary. These recordings may be shown in classrooms and similar places devoted to instruction within a single building, cluster, or campus, as well as in the homes of students receiving formalized home instruction, during the first 10 consecutive school days in the 45-calendar-day retention period.

~~3. Off-air recordings may be made only at the request of individual teachers, for use by those teachers. No broadcast program may be recorded off-air more than once at the request of the same teacher, regardless of the number of times the program may be broadcast.~~

~~4. 2. A limited number of copies may be reproduced from each off-air recording to meet the legitimate needs of teachers under these guidelines. the teacher. Each such additional copy shall be subject to all the provisions governing the original recording.~~

~~5. After 3. The recording may be retained for 45 calendar days after it is made and then shall be erased or destroyed. However, after the first 10 consecutive school days, off-air recordings the recording may only be used up to the end of the 45 calendar day retention period only for teacher evaluation purposes; i.e., to determine for purposes of determining whether or not to include the broadcast program in the teaching curriculum; they may. If the teacher decides to keep the program for use in the curriculum, he/she shall request permission from the copyright owner.~~

~~4. Off-air recordings need not be used for student exhibition or any other non-evaluation purpose without authorization in their entirety, but the content of recorded programs may not be altered.~~

~~6. All copies of off-air recordings shall include the copyright notice on the broadcast programs as recorded.~~

Guidelines for Copying Computer Programs or Software Copyright

Permitted Uses:

District staff shall observe all licensing agreements between vendors and the district, including monitoring the number of users permitted by an agreement. Unless the applicable licensing agreement authorizes multiple users of a single computer program or software, the district shall not make multiple copies.

Copies of district-owned software may be made only when: under either of the following conditions: (17 USC 117)

1. The copy is needed as an essential step in using the computer program with a particular machine. ~~—This copy is to be used in no other way.~~

2. The copy is used for archival or "backup" purposes only. This copy may be held only as a file copy and must be destroyed ~~when in the event that continued possession of the program is no longer rightfully owned by the district ceases to be rightful,~~ unless the copyright owner authorizes its sale, lease, or transfer as part of the sale, lease, or transfer of the original program. ~~— (17 USC 117)~~

| Regulation HANFORD ELEMENTARY SCHOOL DISTRICT
approved: May 16, 2001 Hanford, California
revised:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider adoption of the following revised Board Policy and Administrative Regulation:
AR 3600 – Contract Procedures

PURPOSE:

The attached Administrative Regulation is being revised to increase the amount of a contract that would require board approval.

FISCAL IMPACT:

None.

RECOMMENDATIONS:

Adopt the following Board Policy and Administrative Regulation:
AR 3600 – Contract Procedures

Hanford ESD

Administrative Regulation

Consultant

AR 3600

Business and Noninstructional Operations

Contract Procedures

The following procedures shall be followed when contracting for consultant services. Consultants may be used when it is clear they can provide valuable and necessary specialized services not normally required on a continuing basis and which cannot be provided by district personnel because of limitations of time, experience, or knowledge. Consultants as used in this policy, are individuals, firms or organizations employed to provide specific technical or training services, or professional, or expert advice, opinion, or guidance.

1. Upon establishing the need for consultant services (for any type of service), contact the appropriate Department Head to determine whether there is anyone in the District or County Office of Education qualified to provide these services.
2. If no local or County Office resources are available, then steps may be taken by the Principal or Department official to contact outside persons or agencies to provide these needed services. If the person considered for the service is not an independent contractor, the Human Resources Department must be contacted to determine whether the service must be secured through a temporary employment contract or a consultant contract (IRS rule).
3. Upon selecting a desired consultant, specific details shall be developed by the school principal or department official involving dates, fees, purpose of the service (such as its educational value), whether expenses are to be paid in addition to the fee, etc.
4. Contract Format: The HESD Consultant Contract form (ADM-009) must be used when possible. If an outside agency's contract or agreement is used, it must be approved as to form by County Counsel before services can be contracted.
5. Contract Contents - The Consultant Contract must contain the following:
 - a. Time of proposed services: Steps 6 through 9 must be completed prior to commencement of the consultant services: Allow at least two weeks if Board approval is not required (less than ~~\$5,000+1,500~~) at least four weeks if Board approval is required (~~\$5,000+1,500~~ or more)
 - b. Description of service: If this is a new service, the description must consist of at least 100 words (IRS rule)
 - c. Purpose Fee

- e. Itemized expenses (transportation, housing, meals, etc.)
- f. Budget account number(s)
- g. Consultant's signature

Note: HESD officials are not to sign the contract until steps 6 and, if applicable, step 7 have been completed.

6. Administrative Approvals:

- a. The contract with the above information must be submitted to the appropriate Department Head for approval.
- b. If project funding is being used to pay for any part of the costs, the contract must be submitted to the Director in charge of project funding for approval.

7. Board Approval:

Contracts for ~~\$5,000~~\$5,000+,500 or more must be approved by the Board of Trustees. The Principal or Department Head must prepare a Board agenda item and forward it with the consultant contract to the Superintendent for approval at the next regularly scheduled board meeting.

8. Upon Board approval, if applicable, the Principal/Department Head signs the completed and approved contract and submits the original copy, bearing all necessary signatures, to Fiscal Services. The remaining copies of the contract are to be distributed as follows:

Yellow Copy: Consultant Pink Copy: Originator

Gold Copy: Principal/Department Head


9. Fiscal Services will review consultant contracts to determine whether background checks in accordance with the Montoya law are required and IRS rules are met.

| | |
|------------|------------------------------------|
| Regulation | HANFORD ELEMENTARY SCHOOL DISTRICT |
| approved: | March 2, 2000 Hanford, California |
| revised: | May 16, 2001 |

HANFORD ELEMENTARY SCHOOL DISTRICT
Human Resources Department

AGENDA REQUEST FORM

TO: Joy Gabler

FROM: Jaime Martinez 

DATE: June 5, 2017

RE: (X) Board Meeting
() Superintendent's Cabinet
() Information
(X) Action

DATE YOU WISH TO HAVE YOUR ITEM CONSIDERED: **June 14, 2017**

ITEM: Consider approval of personnel transactions and related matters.

PURPOSE:

a. Employment

Classified

- Kerri Borba, Educational Interpreter – 6.5 hrs., Hamilton, effective 8/11/17
- Yashimia Ford-Evans, READY Program Tutor – 4.5 hrs., King, effective 8/9/17
- Amanda Leyva, READY Program Tutor – 4.5 hrs., Hamilton, effective 8/9/17
- Julyssa Villagomez, READY Program Tutor – 4.5 hrs., Washington, effective 8/9/17

Temporary Employees/Substitutes/Yard Supervisors

- Kendra Banuelos, Substitute Special Education Aide, effective 5/12/17
- Kerri Borba, Substitute Educational Interpreter, effective 6/28/17

b. Short-term Employment

CLASSIFIED STAFF – Extended Learning Opportunities

Seamless Summer Meal Program

- Yvonne Anaya, Yard Supervisor – 1.75 hrs., Kennedy, effective 6/12/17 to 7/28/17
- Amy Garcia, Yard Supervisor – 1.75 hrs., Jefferson, effective 6/12/17 to 7/28/17
- Veronica Leach, Yard Supervisor – 1.75 hrs., Lincoln, effective 6/12/17 to 7/28/17

b. Short-term Employment (cont.)**CLASSIFIED STAFF – Extended Learning Opportunities**Summer Enrichment Program at John F. Kennedy Junior High School

- Kerri Borba, Educational Interpreter – 4.25 hrs., Kennedy, effective 6/28/17 to 7/11/17
- Miguel Rodriguez, Short-term Custodian II – 8.0 hrs., Kennedy, effective 6/12/17 to 7/12/17

Migrant Program at Jefferson School

- Joshua Kuenning, Short-term Custodian II – 5.5 hrs., Jefferson, effective 6/12/17 to 6/29/17

c. Resignations

- Yolanda Bernal, Special Education Aide – 5.0 hrs., Monroe, effective 6/7/17
- Mannylene Lababit, Teacher, King, effective 6/7/17
- Kissinger Yang, Yard Supervisor – 2.75 hrs., King, effective 6/7/17

d. Termination

- Deidra Hall, Substitute Yard Supervisor, effective 2/26/17

e. Promotion

- Rick Johnston, from Vice Principal to Principal, Kennedy, effective 7/28/17

f. Promotion/Transfer

- Jenna Nesbit, from READY Program Tutor – 4.5 hrs., Monroe to Media Services Aide – 5.5 hrs., Simas, effective 7/28/17

g. Reassignment

- Robert Heugly, from Learning Director, Simas to Vice Principal, Kennedy, effective 7/28/17

h. Change in Work Year

- Carol Gallegos, from Curriculum Specialist, ELA – 11 month to Curriculum and Professional Development Specialist, ELA/Social Science – 12 month, effective 7/1/17

i. Administrative Transfers

- Tim McNamara, Lead Custodian – 8.0 hrs., from Washington to Simas, effective 6/12/17
- Buddy Reynolds, Lead Custodian – 8.0 hrs., from Simas to Washington, effective 6/12/17

j. Adopt Declaration of Need for Fully Qualified Educators for 2017-2018 School Year (Title 5, 80026) – Attached

- k. **Annual Statement of Need for 30-Day Substitute Teaching Permits**
 - The Governing Board of the Hanford Elementary School District declares that a sufficient number of credentialed teachers are not available to fill vacancies for substitute teaching during the 2017-2018 school year. Therefore, the District is filing an annual statement of need with the Kings County Office of Education to allow Emergency 30-Day Substitute Permit holders to fill day-to-day substitute needs.
- l. **Ratify Assistant Superintendents/CBO Employment Contracts for 2017-2018 (Gov. Code Section 53262)**
 - Jaime Martinez, Human Resources
 - Karen McConnell, Special Services
 - Jill Rubalcava, Curriculum, Instruction, and Professional Development
 - David Endo, Chief Business Official, Fiscal Services
- m. **Salary/Wage Schedules for 2017-2018**
 - Management/Professional Specialist/Confidential Salary Schedule (Interim)
 - Classified Salary Schedule (Interim)
 - Non-Represented Part-Time Employee Wage Schedule (Interim)
 - Classified, Substitute/Temporary Wage Schedule (Interim)

RECOMMENDATION: Approve.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2017-2018

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Hanford Elementary School District District CDS Code: 63917

Name of County: Kings County County CDS Code: 16

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 06 / 14 / 2017 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2018.

Submitted by (Superintendent, Board Secretary, or Designee):

Joy Gabler

Superintendent

Name

Signature

Title

559-584-8013

559-585-3603

06/14/2017

Fax Number

Telephone Number

Date

714 N. White Street, P.O. Box 1067, Hanford, CA 93232

Mailing Address

malexander@hanfordesd.org

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, 2018.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

| | | |
|------------------------|-------------------------|--------------|
| _____ | _____ | _____ |
| <i>Name</i> | <i>Signature</i> | <i>Title</i> |
| _____ | _____ | _____ |
| <i>Fax Number</i> | <i>Telephone Number</i> | <i>Date</i> |
| _____ | | |
| <i>Mailing Address</i> | | |
| _____ | | |
| <i>E-Mail Address</i> | | |

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

| Type of Emergency Permit | Estimated Number Needed |
|--|-------------------------|
| CLAD/English Learner Authorization (applicant already holds teaching credential) | <u>6</u> |
| Bilingual Authorization (applicant already holds teaching credential) | <u>4</u> |
| List target language(s) for bilingual authorization: Spanish | |
| Resource Specialist | <u>0</u> |
| Teacher Librarian Services | <u>0</u> |

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

| TYPE OF LIMITED ASSIGNMENT PERMIT | ESTIMATED NUMBER NEEDED |
|-----------------------------------|-------------------------|
| Multiple Subject | 2 |
| Single Subject | 0 |
| Special Education | 2 |
| TOTAL | 4 |

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

Yes ☐

No ☒

If no, explain. Affiliated with four local universities and one COE offering high-quality programs.

Does your agency participate in a Commission-approved college or university internship program?

Yes ☒

No ☐

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

Tulare County Office of Education, IMPACT Program; Brandman University;

California State University-Fresno; Fresno Pacific University; National University

If no, explain why you do not participate in an internship program.



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

ANNUAL STATEMENT OF NEED 30-DAY SUBSTITUTE and DESIGNATED SUBJECTS CAREER TECHNICAL EDUCATION 30-DAY SUBSTITUTE TEACHING PERMITS

INSTRUCTIONS TO THE EMPLOYER

This statement of need must be filed at the school district office each school year when employing holders of Emergency 30-Day Substitute Permits. The employing agency will complete a single statement of need form (below) and retain the form at the school district office.

The form must be completed annually, indicating that either no credentialed person is available or that those available are not deemed qualified for substitute teaching and details of the circumstances that necessitate the use of emergency permit holders rather than fully credentialed teachers.

This statement of need form does not require listing specific employees or their positions. The form must be signed by the superintendent of the employing school district. It does not need to be co-signed by the county superintendent of schools.

A copy of the form does not need to be submitted to the county or the Commission with each Emergency 30-Day Substitute Teaching Permit application; however, the county superintendent of schools, whose responsibilities include areas such as district payroll or district substitute placement, may request a copy of the district's statement of need form to accurately fulfill these duties.

County superintendent of schools offices employing holders of the Emergency 30-Day Substitute Teaching Permit are also required to annually file, at their office, this completed statement of need form. The county superintendent of schools will sign the form.

The Commission does not require that the school board approve the statement of need. The individual school district may establish its own policy regarding this matter.

References: California Education Code, Sections 44225 and 44300 and California Code of Regulations, Title 5, Sections 80023, 80025 and 80026

This form must be signed by either:

☐ The district superintendent of schools and filed at the school district office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a public school operated by a school district.

OR

☒ The county superintendent of schools and filed at the county superintendent of schools' office if the holder of any Emergency 30-Day Substitute Teaching Permit will be employed as a substitute in a county-operated school.

Certification and Authorized Signature

The district superintendent of schools or the county superintendent of schools has reviewed the information contained in this statement of need and certifies one the following:

☒ Either a credentialed person is not available or one or more credentialed persons are available, but are not deemed qualified by the district or county, as applicable, to serve as a day-to-day substitute teacher.

OR

☐ The situation or circumstances that necessitate the use of an emergency permit holder are as follows:
(Attach additional sheets, if necessary.)

I hereby certify that all of the information contained in this statement of need is true and correct.

| | |
|---|--------------------------|
| Hanford Elementary | 06/14/2017 |
| _____ <i>Signature of the District Superintendent</i> | _____ <i>District</i> |
| _____ <i>Signature of the County Superintendent of Schools</i> | _____ <i>County</i> |
| | _____ <i>Date</i> |

It is not necessary to submit this form to the Commission on Teacher Credentialing.



HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2017

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Martinez, Jaime

Social Security #: xxx-xx-2908

Standard work year: 225 days (July 3, 2017 – June 29, 2018)

| | |
|-----------------|---|
| Position: | Assistant Superintendent, Human Resources |
| Site: | D.O. - Human Resources |
| Classification: | Permanent |
| Range & Step: | 1-A, 5 - \$137,602.00 |
| Stipends: | Longevity - 15 years - \$2,000.00 |

| | | | |
|-----------------------------|--------------|----------------|---------------|
| Annual Rate: | \$139,602.00 | First Payment: | July 31, 2017 |
| Number of Monthly Payments: | 12 | | |

In accordance with Education Code - Section 44840, notice of your reelection is hereby given to you.

Authorizing Signature _____

Date _____

ACCEPTANCE OF OFFER

I accept the terms and conditions of the offer of employment above and will report for duty as directed. I hold/will hold the valid California teaching credential(s) listed below which will be recorded at the Kings County Office of Education before the beginning of the school term. I hereby certify that I have not entered into a valid contract of employment with the governing board of any other school district which will in any way conflict with my employment.

Signature: _____

Date: _____

Address: _____

Phone: _____

Note: In accordance with Education Code Section 44842(a), which is printed below, a signed copy of this Offer of Employment must be received by the Hanford Elementary School District Human Resources Department by June 30 of the current year.

44842. Automatic Declining of Employment: (a) If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year.

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to EMPLOYEE in connection with the termination of this agreement; and although nothing in this agreement provides for the following, should any salary be provided to the EMPLOYEE by the District in the form of paid leave pending a criminal investigation, or any District funds be paid for EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.



HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2017

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: McConnell, Karen

Social Security #: xxx-xx-0874

Standard work year: 225 days (July 3, 2017 – June 29, 2018)

| | |
|--------------------------|---|
| Position: | Assistant Superintendent Special Services |
| Site: | D.O. - Special Services |
| Classification: | Permanent |
| Range & Step: | 1-A, 5 - \$137,602.00 |
| Stipends: | Longevity - 20 years - \$4,000.00 |

| | | | |
|------------------------------------|---------------------|-----------------------|----------------------|
| Annual Rate: | \$141,602.00 | First Payment: | July 31, 2017 |
| Number of Monthly Payments: | 12 | | |

In accordance with Education Code - Section 44840, notice of your reelection is hereby given to you.

Authorizing Signature _____

Date _____

ACCEPTANCE OF OFFER

I accept the terms and conditions of the offer of employment above and will report for duty as directed. I hold/will hold the valid California teaching credential(s) listed below which will be recorded at the Kings County Office of Education before the beginning of the school term. I hereby certify that I have not entered into a valid contract of employment with the governing board of any other school district which will in any way conflict with my employment.

Signature: _____

Date: _____

Address: _____

Phone: _____

Note: In accordance with Education Code Section 44842(a), which is printed below, a signed copy of this Offer of Employment must be received by the Hanford Elementary School District Human Resources Department by June 30 of the current year.

44842. Automatic Declining of Employment: (a) If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year.

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to EMPLOYEE in connection with the termination of this agreement; and although nothing in this agreement provides for the following, should any salary be provided to the EMPLOYEE by the District in the form of paid leave pending a criminal investigation, or any District funds be paid for EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.



HANFORD ELEMENTARY SCHOOL DISTRICT

May 25, 2017

CONTINUING OFFER OF CERTIFICATED MANAGEMENT EMPLOYMENT

Name: Rubalcava, Jill

Social Security #: xxx-xx-0622

Standard work year: 225 days (July 3, 2017 – June 29, 2018)

| | |
|--------------------------|---|
| Position: | Assistant Superintendent - Curriculum and Instruction |
| Site: | D.O. - Curr., Inst., and Prof Development |
| Classification: | Permanent |
| Range & Step: | 1-A, 5 - \$137,602.00 |
| Stipends: | Longevity - 20 years - \$4,000.00 |

| | | | |
|------------------------------------|---------------------|-----------------------|----------------------|
| Annual Rate: | \$141,602.00 | First Payment: | July 31, 2017 |
| Number of Monthly Payments: | 12 | | |

In accordance with Education Code - Section 44840, notice of your reelection is hereby given to you.

Authorizing Signature _____

Date _____

ACCEPTANCE OF OFFER

I accept the terms and conditions of the offer of employment above and will report for duty as directed. I hold/will hold the valid California teaching credential(s) listed below which will be recorded at the Kings County Office of Education before the beginning of the school term. I hereby certify that I have not entered into a valid contract of employment with the governing board of any other school district which will in any way conflict with my employment.

Signature: _____

Date: _____

Address: _____

Phone: _____

Note: In accordance with Education Code Section 44842(a), which is printed below, a signed copy of this Offer of Employment must be received by the Hanford Elementary School District Human Resources Department by June 30 of the current year.

44842. Automatic Declining of Employment: (a) If, without good cause, a probationary or permanent employee of a school district fails prior to July 1st of any school year to notify the governing board of the district of his or her intention to remain or not to remain in the service of the district, as the case may be, during the ensuing school year if a request to give such notice, including a copy of this section, shall have been personally served upon the employee, or mailed to him or her by United States certified mail with return receipt requested to his or her last known place of address, by the clerk or secretary of the governing board of the school district, not later than the preceding May 30th, the employee may be deemed to have declined employment and his or her services as an employee of the district may be terminated on June 30th of that year.

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to EMPLOYEE in connection with the termination of this agreement; and although nothing in this agreement provides for the following, should any salary be provided to the EMPLOYEE by the District in the form of paid leave pending a criminal investigation, or any District funds be paid for EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.



HANFORD ELEMENTARY SCHOOL DISTRICT
June 26, 2017
EMPLOYMENT AGREEMENT

Effective date: July 1, 2017
Social Security #: xxx-xx-8486
Name: Endo, David
Date of hire: 09/28/15
Position: Chief Business Official
Site: Fiscal Services
District Status: Permanent
Position Status: Permanent
PERS: X
STRS:
Hours per day: 8.0
Months employed: 12
Standard work year: July 3, 2017 – June 29, 2018
Range & Step: Management O-A, Step 5 - \$155,684.00
Stipends: 0
Annual Rate: \$155,684.00
Daily Rate: \$596.49
First Payment: July 31, 2017
Holidays: 14
Vacation days: 22

Authorizing Signature _____

Date June 26, 2017

By signature hereon I certify that I have reviewed the information above and agree to the accuracy thereof.

Employee's Signature _____ Date _____

Pursuant to Government Code Sections 53260-53264, employee contracts must include a provision limiting the maximum cash settlement the employee may receive upon termination of the contract to an amount equal to the monthly salary multiplied by the number of months left on the unexpired term of the contract. If the unexpired term is greater than 18 months, this maximum is equal to the monthly salary times 18. The cash settlement formula is a cap or ceiling on the amounts that may be paid to an employee and is not a target or example of the amount of the cash settlement to be paid to an employee in all contract termination cases. The cash settlement may not include any noncash items other than health benefits, which may be continued for the unexpired term up to 18 months or until the employee finds other employment, whichever comes first.

Pursuant to Government Code Section 53243 et seq., any cash settlement paid by the District to EMPLOYEE in connection with the termination of this agreement; and although nothing in this agreement provides for the following, should any salary be provided to the EMPLOYEE by the District in the form of paid leave pending a criminal investigation, or any District funds be paid for EMPLOYEE'S criminal defense, all such payments whether for a cash settlement, paid leave or criminal defense costs shall be fully reimbursed by EMPLOYEE to the District if EMPLOYEE is convicted of a crime involving an abuse of office or position as defined in Government Code Section 53243.4.

HANFORD ELEMENTARY SCHOOL DISTRICT
2016-2017 **2017-2018** SALARY SCHEDULES *(Interim)*

150/397

MANAGEMENT

| Range | Position | **Compensated Days Per Year | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------|--|-----------------------------|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 0-A | Chief Business Official (225 work + 14 hol + 22 vac) | 261 | annual daily | 133,079 509.88 | 138,403 530.28 | 143,939 551.49 | 149,696 573.55 | 155,684 596.49 |
| 1-A | Assistant Superintendent (225 work + 14 hol + 22 vac) | 261 | annual daily | 117,623 450.66 | 122,328 468.69 | 127,221 487.44 | 132,310 506.93 | 137,602 527.21 |
| 3-A | Director Chief Technology Officer (225 work + 14 hol + 22 vac) | 261 | annual daily | 111,955 428.95 | 116,433 446.10 | 121,091 463.95 | 125,934 482.51 | 130,972 501.81 |
| 3-C | Director Principal (204 work + 13 hol + 20 vac) | 237 | annual daily | 101,661 428.95 | 105,726 446.10 | 109,956 463.95 | 114,355 482.51 | 118,929 501.81 |
| 6-A | Fiscal Services Specialist Child, Welfare, & Attendance Coordinator Curriculum & Professional Development Specialist (225 work + 14 hol + 22 vac) | 261 | annual daily | 103,961 398.32 | 108,120 414.25 | 112,445 430.82 | 116,942 448.06 | 121,620 465.98 |
| 6-C | Vice Principal Learning Director Curriculum & Professional Development Specialist Program Specialist (204 work + 13 hol + 20 vac) | 237 | annual daily | 94,402 398.32 | 98,177 414.25 | 102,104 430.82 | 106,190 448.06 | 110,437 465.98 |
| 10-C | Administrative Intern (204 work + 13 hol + 20 vac) | 237 | annual daily | 85,524 360.86 | 88,944 375.29 | 92,501 390.30 | 96,203 405.92 | 100,050 422.15 |
| 15-A | Program Manager (225 work + 14 hol + 22 vac) | 261 | annual daily | 83,245 318.95 | 86,575 331.70 | 90,038 344.97 | 93,639 358.77 | 97,385 373.12 |
| 15-B | Program Manager (203 work + 13 hol + 20 vac) | 236 | annual daily | 75,272 318.95 | 78,281 331.70 | 81,413 344.97 | 84,670 358.77 | 88,056 373.12 |
| 22-A | Supervisor (225 work + 14 hol + 22 vac) | 261 | annual daily | 70,031 268.32 | 72,832 279.05 | 75,746 290.21 | 78,775 301.82 | 81,926 313.89 |
| 22-C | Supervisor (200 work + 13 hol + 19 vac) | 232 | annual daily | 62,250 268.32 | 64,740 279.05 | 67,329 290.21 | 70,022 301.82 | 72,822 313.89 |
| 23-A | Analyst (225 work + 14 hol + 22 vac) | 261 | annual daily | 68,323 261.77 | 71,056 272.24 | 73,898 283.13 | 76,854 294.46 | 79,928 306.24 |
| 26-C | School Operations Officer (199 work + 13 hol + 19 vac) | 231 | annual daily | 56,151 243.08 | 58,399 252.81 | 60,735 262.92 | 63,165 273.44 | 65,689 284.37 |

PROFESSIONAL SPECIALIST

| | | | | | | | | |
|------|--|-----|-----------------|------------------|------------------|------------------|------------------|-------------------|
| 7-C | Psychologist (194 work + 13 hol + 19 vac) | 226 | annual daily | 87,824 388.60 | 91,338 404.15 | 94,990 420.31 | 98,791 437.13 | 102,742 454.61 |
| 11-C | Counselor (194 work + 13 hol + 19 vac) | 226 | annual daily | 79,566 352.06 | 82,748 366.14 | 86,056 380.78 | 89,501 396.02 | 93,080 411.86 |

CONFIDENTIAL CLASSIFIED*

| | | | | | | | | |
|------|--------------------------|-----|-----------------|------------------|------------------|------------------|------------------|------------------|
| 28-A | Administrative Assistant | 261 | annual daily | 60,388 231.37 | 62,803 240.62 | 65,315 250.25 | 67,928 260.26 | 70,645 270.67 |
| 29-A | Personnel Specialist | 261 | annual daily | 58,915 225.73 | 61,271 234.76 | 63,722 244.15 | 66,271 253.91 | 68,922 264.07 |
| 32-A | Administrative Secretary | 261 | annual daily | 54,708 209.61 | 56,896 217.99 | 59,172 226.71 | 61,539 235.78 | 64,001 245.21 |
| 34-A | Personnel Assistant | 261 | annual daily | 52,072 199.51 | 54,155 207.49 | 56,321 215.79 | 58,574 224.42 | 60,917 233.40 |

* = The number of work days depends on vacation accrual rate.

**Longevity - 15 years = \$2,000 Longevity includes all consecutive years of HESD service
- 20 years = \$2,000 Additional

**If your hire date falls between July 1 and December 31, the applicable longevity stipend will begin that school year.
If your hire date falls between January 1 and June 30, the applicable longevity stipend will begin the following school year.

Adopted: / /17
Effective: 07/01/17

HANFORD ELEMENTARY SCHOOL DISTRICT
2016-2017 2017-2018 CLASSIFIED SALARY SCHEDULE *(Interim)*

151/397

| Range | Position | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------|---|------------------------|----------------|----------------|----------------|----------------|----------------|
| 1 | | *per Month per Hour | 2,143 12.36 | 2,250 12.98 | 2,363 13.63 | 2,481 14.31 | 2,605 15.03 |
| 2 | | per Month per Hour | 2,250 12.98 | 2,363 13.63 | 2,481 14.31 | 2,605 15.03 | 2,735 15.78 |
| 3 | Clerk Trainee | per Month per Hour | 2,363 13.63 | 2,481 14.31 | 2,605 15.03 | 2,735 15.78 | 2,872 16.57 |
| 4 | | per Month per Hour | 2,481 14.31 | 2,605 15.03 | 2,735 15.78 | 2,872 16.57 | 3,015 17.40 |
| 5 | Clerk -Typist I Food Service Worker I Instructional Aide | per Month per Hour | 2,605 15.03 | 2,735 15.78 | 2,872 16.57 | 3,015 17.40 | 3,166 18.27 |
| 6 | Bilingual Aide I Bilingual Clerk-Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor | per Month per Hour | 2,735 15.78 | 2,872 16.57 | 3,015 17.40 | 3,166 18.27 | 3,324 19.18 |
| 7 | Account Clerk I Custodian I Educational Tutor, K-6 Groundskeeper I Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk | per Month per Hour | 2,872 16.57 | 3,015 17.40 | 3,166 18.27 | 3,324 19.18 | 3,491 20.14 |
| 8 | Account Clerk II Clerk-Typist II Cook/Baker Food Service Utility Worker Media Services Aide | per Month per Hour | 3,015 17.40 | 3,166 18.27 | 3,324 19.18 | 3,491 20.14 | 3,665 21.15 |
| 9 | Bilingual Clerk-Typist II Bilingual Translator/Clerk Custodian II Delivery Worker Groundskeeper II Maintenance Worker I | per Month per Hour | 3,166 18.27 | 3,324 19.18 | 3,491 20.14 | 3,665 21.15 | 3,849 22.20 |
| 10 | Bus Driver Bus Driver/Service Worker Health Care Assistant Help Desk Technician Secretary READY Site Lead | per Month per Hour | 3,324 19.18 | 3,491 20.14 | 3,665 21.15 | 3,849 22.20 | 4,041 23.31 |
| 11 | Bilingual Health Care Assistant Dispatcher Irrigation Specialist Lead Custodian | per Month per Hour | 3,491 20.14 | 3,665 21.15 | 3,849 22.20 | 4,041 23.31 | 4,243 24.48 |
| 12 | Account Technician I Warehouse/Reprographic & Mail Technician | per Month per Hour | 3,665 21.15 | 3,849 22.20 | 4,041 23.31 | 4,243 24.48 | 4,455 25.70 |

| Range | Position | | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 |
|-------|---|-----------------------|----------------|----------------|----------------|----------------|----------------|
| 13 | Head Custodian Maintenance Worker II Mechanic Parent Liaison Specialist Painter/Maintenance Worker II Teacher Resource Center Specialist | per Month per Hour | 3,849 22.20 | 4,041 23.31 | 4,243 24.48 | 4,455 25.70 | 4,678 26.99 |
| 14 | Administrative Secretary I | per Month per Hour | 4,041 23.31 | 4,243 24.48 | 4,455 25.70 | 4,678 26.99 | 4,912 28.34 |
| 15 | Account Technician II Administrative Secretary II Child Welfare and Attendance Specialist Computer Maintenance Technician Database Specialist I | per Month per Hour | 4,243 24.48 | 4,455 25.70 | 4,678 26.99 | 4,912 28.34 | 5,157 29.75 |
| 16 | Account Technician III Community Day School Specialist Educational Interpreter Student Specialist | per Month per Hour | 4,455 25.70 | 4,678 26.99 | 4,912 28.34 | 5,157 29.75 | 5,415 31.24 |
| 17 | Bilingual Student Specialist Heating, Ventilation & Air Conditioning Specialist Locksmith | per Month per Hour | 4,678 26.99 | 4,912 28.34 | 5,157 29.75 | 5,415 31.24 | 5,686 32.80 |
| 18 | Account Technician IV Database Specialist II Lead Mechanic (Automotive) Network Engineer Systems Engineer | per Month per Hour | 4,912 28.34 | 5,157 29.75 | 5,415 31.24 | 5,686 32.80 | 5,970 34.44 |
| 19 | | per Month per Hour | 5,157 29.75 | 5,415 31.24 | 5,686 32.80 | 5,970 34.44 | 6,269 36.17 |
| 20 | | per Month per Hour | 5,415 31.24 | 5,686 32.80 | 5,970 34.44 | 6,269 36.17 | 6,582 37.97 |

*Monthly rate is based on an 8-hour per day, 12-month employee

Each range is based on meeting minimum requirements. Persons not meeting minimum requirements will stay on current range.

Translator - Employees who are assigned translation duties (verbal or written) outside their regularly assigned shift shall be paid at the current rate of pay for their regular position. Any time worked by an employee as a Translator shall not count toward benefit accrual within his/her regularly assigned position, including but not limited to health and welfare benefits, increased hours, or vacation and leave credit.

Yard Duty - Employees who assume yard supervision duties in addition to their regular position shall be paid for such extra duties at their current rate of pay for their regular position.

Longevity - Full-time Employees shall receive annual longevity pay when they complete milestone years of service as indicated below:

15 Years - \$1,125

20 Years - \$2,250

30 Years - \$3,375

Employees shall receive longevity pay on July 1 if they reached one of the above milestones on or before December 31 of the current year.

Part-time employees shall receive the appropriate pro rata share when they complete milestone years of service.

ADDITIONAL COMPENSATION FOR CLASSIFIED EMPLOYEES

Bilingual Stipend: Employees who are required to use a second language from time to time in his/her regular assignment and who has demonstrated competency in the second language as established by the District shall receive a stipend in accordance with the following schedule. Payments will be made each month based upon work year as outlined in Article 23 Pay and Allowances of the CSEA/HESD Collective Bargaining Agreement.

BILINGUAL STIPEND SCHEDULE

| | |
|--|----------------|
| 8 hour employee | \$400 per year |
| 7 hour but less than 8 hour employee | \$350 per year |
| 6 hour but less than 7 hour employee | \$300 per year |
| 5 hour but less than 6 hour employee | \$250 per year |
| 4 hour but less than 5 hour employee | \$200 per year |
| 3 hour but less than 4 hour employee | \$150 per year |
| 2 hour but less than 3 hour employee | \$100 per year |
| 1 hour but less than 2 hour employee | \$ 50 per year |

Out of Classification Work: An employee who temporarily performs the essential functions of a higher classification shall be entitled to the lowest step in the higher range which exceeds the employee's rate of pay by a minimum of five percent (5%) (Article 23 Section H of the CSEA/HESD CBA Agreement)

Any **Health Care Assistant** who secures and maintains a valid California Licensed Vocational Nurse (L.V.N.) license will be entitled to a five (5%) incentive increase in his or her hourly rate of pay for all hours worked as outlined in Article 23 Pay and Allowances of the CSEA Collective Bargaining Agreement. (Article 23 Section K of the CSEA/HESD CBA Agreement)

Professional Growth increments will be awarded as follows:

| No. of Semester | | No of Semester | |
|------------------|-------|------------------|-------|
| Increments | Units | Increments | Units |
| 1 st | 6 | 12 th | 72 |
| 2 nd | 12 | 13 th | 78 |
| 3 rd | 18 | 14 th | 84 |
| 4 th | 24 | 15 th | 90 |
| 5 th | 30 | 16 th | 96 |
| 6 th | 36 | 17 th | 102 |
| 7 th | 42 | 18 th | 108 |
| 8 th | 48 | 19 th | 114 |
| 9 th | 54 | 20 th | 120 |
| 10 th | 60 | 21 st | 126 |
| 11 th | 66 | | |

Employees will be paid, in addition to their regular rate of pay, ten dollars and zero cents (\$10.00) per month per increment. (See Article 11 Professional Growth).

ADDITIONAL COMPENSATION FOR CLASSIFIED EMPLOYEES (cont.)

Split Shift Differential Compensation: All employees whose regularly assigned shift contains one or more periods of unpaid time which exceeds ninety (90) minutes shall be paid a shift differential premium of seven (7%) above the regular rate of pay for all hours worked. (See Article 12, Section K of the CSEA/HESD Collective Bargaining Agreement).

Night Differential: Any employee who works a regularly District-assigned shift between the hours of 5:00 p.m. and 6:00 a.m. shall receive a seven (7%) differential for each hour worked within that time frame. (See Article 12, Section L of the CSEA/HESD Collective Bargaining Agreement).

Work Week:

An employee with a regular work week other than Monday through Friday shall receive a fifteen percent (15%) shift differential for work days other than Monday through Friday. (See Article 12, Section T.3 of the CSEA/HESD Collective Bargaining Agreement).

On-Call Bus Driver Stipend: For a limited number of classified employees who work within the District and who serve in classifications other than Bus Driver or Bus Driver/Service Worker, but who are willing to obtain the required training and licenses to operate a school bus and serve as an on-call bus driver as needed, the District will pay a stipend of One Thousand Dollars and No Cents (\$1,000) per year to each employee. The number of On-Call Bus Drivers needed and eligibility for the stipend shall be evaluated and determined by the District at the commencement of each school year. (See Article 23, Section J of the CSEA/HESD Collective Bargaining Agreement).

Adopted: / /17
Effective: 07/01/17

**~~2016-2017~~ 2017-2018 NON-REPRESENTED PART-TIME EMPLOYEE WAGE
SCHEDULE (Interim)**

| JOB TITLE | | HOURLY RATE | |
|---|-------------------------|--------------------------------------|------------|
| Accompanist (up to 80 hours/year) | | \$15.00 | |
| Athletic Coach (Non Certificated Walk On Coach) | | \$11.00 | |
| Babysitter | | \$11.00 | |
| Choral Leader (up to 140 hours/year) | | \$15.00 | |
| Translators: Oral Interpreters Written Translators | | \$15.00 \$20.00 | |
| Yard Supervisors: | | <u>K-6 & K-8 Jefferson</u> | <u>7-8</u> |
| | Entry | \$11.00 | \$11.44 |
| | Step 2 ¹ | \$11.44 | \$11.90 |
| | Step 3 ¹ | \$11.90 | \$12.37 |
| | Step 4 ¹ | \$12.37 | \$12.87 |
| | Step 5 ¹ | \$12.87 | \$13.38 |
| | Super Max. ² | \$13.38 | \$13.92 |
| ¹ Annual advancement to Steps 2 through 5 requires satisfactory attendance and job performance and approval by the Superintendent or designee. ² Advancement to the Super Maximum Step requires a minimum of 10 years of regular service in any capacity at the Hanford Elementary School District, satisfactory attendance and job performance, and approval by the Superintendent or designee. | | | |
| Substitutes | | Lowest Rate for appropriate position | |

Adopted: _____, 2017
Effective: _____, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT

**2016-2017 2017-2018 CLASSIFIED, SUBSTITUTE/TEMPORARY WAGE
SCHEDULE* (Interim)**

Effective January 1, 2017 July 1, 2017

| Range | Position | Hourly Rate** |
|-------|---|---------------|
| 1S | | \$11.56 |
| 2S | | 12.14 |
| 3S | Clerk Trainee | 12.74 |
| 4S | | 13.38 |
| 5S | Clerk Typist I Food Service Worker I Instructional Aide | 14.05 |
| 6S | Bilingual Aide I Bilingual Clerk Typist I Food Service Worker II Alternative Education Program Aide READY Program Tutor | 14.75 |
| 7S | Account Clerk I Custodian I Educational Tutor, K-6 Groundskeeper I Signing Aide Special Circumstances Aide Special Education Aide Substitute Telephone Clerk | 15.49 |
| 8S | Account Clerk II Clerk-Typist II Cook/Baker Food Service Utility Worker Media Services Aide | 16.27 |
| 9S | Bilingual Clerk-Typist II Custodian II Delivery Worker Groundskeeper II Maintenance Worker I | 17.08 |
| 10S | Bus Driver Bus Driver/Service Worker Health Care Assistant Help Desk Technician READY Site Lead Secretary | 17.93 |

| Range | Position | Hourly Rate** |
|-------|---|---------------|
| 11S | Bilingual Health Care Assistant Dispatcher Irrigation Specialist Lead Custodian | 18.83 |
| 12S | Account Technician I Warehouse/Reprographics and Mail Technician | 19.78 |
| 13S | Head Custodian Maintenance Worker II Mechanic Parent Liaison Specialist Painter/Maintenance Worker II Teacher Resource Center Specialist | 20.76 |
| 14S | Administrative Secretary I | 21.79 |
| 15S | Account Technician II Administrative Secretary II Child Welfare and Attendance Specialist Computer Maintenance Technician Database Specialist I | 22.89 |
| 16S | Account Technician III Community Day School Specialist Educational Interpreter Student Specialist | 24.03 |
| 17S | Bilingual Student Specialist Heating, Ventilation & Air Conditioning Specialist Locksmith | 25.24 |
| 18S | Account Technician IV Database Specialist II Lead Mechanic (Automotive) Network Engineer Systems Engineer | 26.50 |
| 19S | | 27.82 |
| 20S | | 29.21 |

*Substitutes and temporary employees hired into the following positions will be paid from the current Classified Salary Schedule if they hold the required certifications and have appropriate experience for each pay step: Bus Driver, Health Care Assistant, Bilingual Health Care Assistant, Educational Interpreter, Database Specialist I/II, Network Engineer, Systems Engineer, Student Specialist and Bilingual Student Specialist.

**93.5% of CSEA Schedule, Step 1

Adopted: / /17

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☒ Information
☐ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

PUBLIC HEARING - 2017-2018 Hanford Elementary School District Budget

PURPOSE:

Included for your review is a copy of the proposed 2017-2018 Hanford Elementary School District Budget that will be reviewed during the public hearing.

FISCAL IMPACT:

The fiscal impact of the budget will be discussed at the public hearing.

RECOMMENDATIONS:

This item is informational only.

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of the renewal of services with the San Joaquin Valley Purchasing Co-op.

PURPOSE:

The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This is a renewal of such an arrangement with the San Joaquin Valley Purchasing Co-op.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Approve the renewal of services with the San Joaquin Valley Purchasing Co-op.

San Joaquin Valley Purchasing Co-op 2017-18 Annual Renewal of Services

Member District: *Hanford Elementary School District*

Please check (P) your response:

| |
|--|
| <input checked="" type="checkbox"/> We plan to CONTINUE membership with The San Joaquin Valley Purchasing Co-op for SY2017-18. |
|--|

| |
|--|
| <input type="checkbox"/> We do NOT plan to continue membership with The San Joaquin Valley Purchasing Co-op for SY2017-18. |
|--|

Central Union School District is the Lead Agency of the San Joaquin Valley Purchasing Co-op (SJVP Coop) with authority to contract for purchased foods and related services on behalf of Member Districts.

The parties agree as follows:

1. Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
2. Member District agrees to abide by the current SJVP Co-Op By-Laws as approved by the Member Districts.
3. Member District shall read all correspondence from the SJVP Co-Op and respond promptly as indicated.
4. Member District shall maintain accurate contact information with the SJVP Co-Op to assure proper correspondence is maintained.
5. Member District agrees to complete the annual usage documents with accurate information, typically requested in February.
6. Member District agrees to verify contract pricing for purchased items they receive on bid, and monitor contract pricing throughout the school year. Reported discrepancies shall be addressed promptly with distributor and/or vendor.
7. Termination from the SJVP Co-op shall be made in writing to the Lead Agency no later than February 1, to take effect June 30.
8. Fees are paid by Member District directly to the Lead Agency, and include shared cost of advertising of bids, printing, and postage. Member District agrees to remit promptly upon receipt of invoice.
9. Provide current contact information for two (2) individuals at your district/agency:
 Nutrition Services Director
 Name: Anneliese Roa
 Title: Program Manager
 Telephone: 559-585-3620
 Email: aroa@hanfordesd.org

Additional Contact

Name: Diana Medellin

Title; Supervisor of Food Services

Telephone: 559-585-3633

Email: dmedellin@hanfordesd.org

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Member District

Signature: 

Print Name: Anneliese Roa

Title: Food Service Program Manager

Date: 1/27/17

Lead Agency – Central Union School District

Signature:

Print Name: Susan Giles

Title Food Service Coordinator

Date:

Return signed copy by January 31, 2017 to Susan Giles at giles@central.k12.ca.us, Phone:(559) 925-2611, Fax (559) 925-1153

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of the renewal of services and memorandum of understanding with the Super Co-op.

PURPOSE:

The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This is a renewal of such an arrangement with the Super Co-op.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Approve the renewal of services and memorandum of understanding with the Super Co-op.

***Santa Clarita Valley School Food Services Agency
Super Co-Op Purchasing Group Agreement for SY2017-18
Delivery of USDA Foods Processed End Products and Commercial Food Products***

Memorandum of Understanding

This is a ***Memorandum of Understanding (MOU)*** whereby the Santa Clarita Valley School Food Services Agency will release and award an RFP for the delivery of USDA Foods (commodity) processed end products and commercial equivalents, based on pricing from the Super Co-Op manufacturer RFP for the 2017-18 school year for delivery to participating Super Co-op Member Districts based on regional groups. It will also include pricing for miscellaneous grocery and frozen food not included in the Super Co-Op manufacturer RFP. This document is considered an intent to be named on the RFP as a partner in the procurement process. This is not a piggyback, it is a cooperative purchasing effort.

Information required to participate:

- Complete this Memorandum of Understanding and return to Dr. Lynnelle Grumbles by March 17, 2017. lgrumbles@scvvsfsa.net
- Complete the Member District Information Sheet. This will be included as an attachment to the RFP and is an important source of information to potential bidders.
- Complete the Product Information Worksheet with annual estimates of usage of processed USDA Foods for SY 2017-18. The quantities you provide will be included in the RFP.

By signing this agreement, the participating districts agree to the following:

It is understood that each of the participating districts shall have the obligation to purchase items in quantities as projected by the district. All Member District directors/purchaser's must make a conscientious effort to purchase only the approved bid/RFP items.

It is understood that the RFP will request tiered pricing for single and multiple drops per district, on a firm price per case, over the manufacturer pricing collected by the Super Co-Op manufacturer RFP for Processed USDA Foods and Commercial Equivalents.

No member shall be allowed to withdraw from his or her obligation to honor the RFP once the RFP has been released.

The RFP shall be awarded to the best responsible bidder based on the criteria specified in the RFP, awarded by regional groups as indicated in the RFP. *It is the responsibility of each participating district to issue and approve a contract with the awarded vendor.* A sample contract will be provided.

Each participating school district shall issue its respective purchase orders. The participating district shall be billed and make payment to vendors individually for their respective portion of purchases made hereunder. Under no circumstances shall any district be responsible for payment on account of another participating district's purchase.

| | |
|-------------------------------------|------------------------------------|
| School District/Agency Name | Hanford Elementary School District |
| Complete Mailing Address | P.O. Box 1067 Hanford, CA 93232 |
| Nutrition Services Director Name | Anneliese Roa |
| Email | aroa@hanfordesd.org |
| Phone | 559-585-3620 |
| Purchasing Agent Name | Diana Medellin |
| Email | dmedellin@hanfordesd.org |
| Phone | 559-585-3633 |
| Accounts Payable Name | Amy Oliveira |
| Complete Mailing Address | P.O. Box 1067 Hanford, CA 93232 |
| Email | aoliveira@hanfordesd.org |
| Phone | 559-585-3620 |

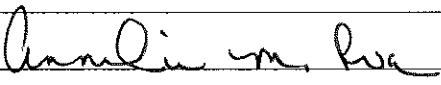
| | |
|--|--------------|
| Estimated Annual Purchases for 2017-18 under this Request for Proposal | \$139,000.00 |
|--|--------------|

[illegible]

Santa Clarita Valley School Food Services Agency
Super Co-Op Purchasing Group Agreement for SY2017-18
Delivery of USDA Foods Processed End Products and Commercial Food Products

In the event that any dispute arises between individual participating school districts and a successful bidder, the same shall be handled by and between the individual school district and the bidder/vendor.

I agree to the above rules and regulations. I understand that failure to comply with any of the above rules/regulations may result in disallowance from participating in future procurement efforts with this group.

| | |
|---|---|
| I agree to the above rules and regulations. By signing this, I certify that I am an authorized representative of the District/Agency and agree to adhere to the terms specified herein. | |
| Member District | Hanford Elementary School District |
| Signature |  |
| Printed Name | Anneliese Roa |
| Title of Signer | Food Service Program Manager |
| Date | 3/16/17 |
| Nutrition Services Director Name | Anneliese Roa |
| Mailing Address | P.O. Box 1067 Hanford, CA 93232 |
| Email | aroa@hanfordesd.org |
| Phone | 559-585-3620 |

SY2017-18 Annual Renewal of Services
Super Co-Op
A California USDA Foods Cooperative



Member District: Hamford Elementary School District

Please check (✓) your response:

| | |
|---|--|
| X | We plan to CONTINUE membership with Super Co-Op for SY2017-18. |
| | We do NOT plan to continue membership with Super Co-Op for SY2017-18. What alternate USDA Foods delivery method do you plan to use? _____ |

Santa Clarita Valley School Food Services Agency is the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Member Districts.

The parties agree as follows:

- Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
- Both parties are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
- SY2017-18 Fees:**
 Membership Fees are paid by Member District directly to the Lead Agency, billed in July 2017.
 Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement.
 State Administrative Fee of \$0.80 per case/unit of USDA Foods direct delivery and diverted to processors.
 Delivery fees as per member district selected distributors.
 All fees subject to change, as approved by the Super Co-Op Governing Council.
 Member District agrees to remit all Super Co-Op fees promptly upon receipt of invoice.
- Member District agrees to abide by the current Super Co-Op Governing Rules as approved by the Governing Council.
- Member District agrees to maintain general liability, property damage, workers' compensation, auto insurance, and any other insurance as required to protect the parties' interests regarding the USDA Foods received and stored.
- Member District shall respond to pre-planners and offerings promptly.
- Member District shall read all correspondence from the Super Co-Op and respond promptly as indicated.
- Member District shall maintain accurate contact information with the Super Co-Op to assure proper routing of invoices and correspondence.
- Member District agrees to complete the annual Food Distribution Program Annual Commodity Contract Packet in CNIPs when notified by the California Department of Education, typically in May.

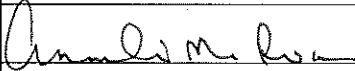
10. Member District agrees to verify Value Pass Through (VPT) for all processed USDA Foods purchased and monitor entitlement balance ensuring that processed product is reported correctly by distributors and processors. Discrepancies shall be addressed promptly with USDA Foods distributor and/or processor.
11. Termination of the Assignment of USDA Foods shall be made in writing to the Lead Agency no later than December 10 to take effect June 30.
12. Provide current contact information for three (3) individuals at your district/agency:

| | |
|-----------------------------|--------------------------------|
| Nutrition Services Director | |
| Name | Anneliese Roa |
| Title | Program Manager, Food Services |
| Telephone | 559-585-3620 |
| Email | aroa@hesd.k12.ca.us |

| | |
|--------------------------|--------------------------|
| Accounts Payable Contact | |
| Name | Amy Oliveira |
| Title | Account Technician |
| Telephone | 559-585-3620 |
| Email | aoliveira@hesd.k12.ca.us |

| | |
|--|---------------------------|
| Additional Contact for USDA Foods management | |
| Name | Diana Medellin |
| Title | Supervisor, Food Services |
| Telephone | 559-585-3633 |
| Email | dmedellin@hesd.k12.ca.us |

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

| | |
|-----------------|---|
| Member District | Hanford Elementary School District |
| Signature |  |
| Print Name | Anneliese Roa |
| Title | Program Manager, Food Services |
| Date | 11/14/16 |

| | |
|--|-------------------------|
| Lead Agency – Santa Clarita Valley School Food Services Agency | |
| Signature | |
| Print Name | Dr. Lynnelle Grumbles |
| Title | Chief Executive Officer |
| Date | |

Return signed copy by November 18, 2016 to Elaine Wagner at the Super Co-Op Office.
 Elaine@Super-Coop.org Phone: (909)843-9640 Fax: (909)843-9641

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of the contract with Gold Star Foods for the distribution of processed USDA foods end products and commercial food products.

PURPOSE:

The Food Services department utilize purchasing Cooperatives to access better prices by combining the bids of several districts in an attempt to lower the unit price due to the volume. This award is the result of such an arrangement with Gold Star foods providing the best bid for the distribution of processed USDA foods end products and commercial food products.

FISCAL IMPACT:

There should be saving associated with the volume purchasing arrangement.

RECOMMENDATIONS:

Approve the contract with Gold Star Foods for the distribution of processed USDA foods end products and commercial food products.

Santa Clarita Valley School Food Services Agency
Request for Proposal No. 1704
Distribution of Processed USDA Foods and Commercial Food Products
for Super Co-Op Member Districts

EXHIBIT A

PROVISIONING CONTRACT

THIS PROVISIONING CONTRACT (this “Contract”) is made and entered into as of this 14th day of June, 2017, by and between **Gold Star Foods (“Provisioner”)**, and the Hanford Elementary School District (the “District”).

RECITALS

- A. The Santa Clarita Valley School Food Services Agency has solicited proposals for the distribution of processed USDA Foods end products and commercial food products for participating Member Districts of the Super Co-Op, via Request for Proposal Number 1704 (the “RFP”), whereby the Agency and participating Member Districts may agree to purchase specified products for the District use from the successful bidder(s).
- B. Provisioner are the successful bidders under such request for proposal, and the District and Provisioner hereby desire to set forth their agreement with respect to the sale to the District, and the purchase from Provisioner, of Products on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provisioner and the District hereby agree as follows:

1. **Provision of Products.** Provisioner shall provide to the District, from time to time as ordered by the District or their successor or assign (the “**District Contact Person**”) in accordance with the procedure described in Section 2 below, Products as described in the **Request for Proposals** information attached hereto.
2. **Delivery of Products.** The District Contact Person shall order Products from time to time by delivery to Provisioner of a Purchase Order. Provisioner shall deliver Products of the type, kind and quantity ordered in any such Purchase Order F.O.B. to District location. The Distributor hereby agrees that the minimum delivery time required for the delivery of any Products is days, and the Distributor shall not deliver any Purchase Order requiring delivery of Products within less than days after the delivery of such Purchase Order to Provisioner.
3. **Price.** The price shall be per case or unit. The Provisioner shall provide pricing based on case packaging, catalog, price list, or any other commonly recognized methodology that is standard in the specific industry. The per case/unit delivery fee per this contract shall be as follows:

Per paragraph 2 of the Proposal Worksheet, the delivery cost per case of USDA Foods processed end products and commercial equivalents shall be:

| | |
|--|--|
| Number of agreed weekly stops for the District | |
|--|--|

| | |
|------------|------------------------|
| Region No. | Delivery cost per case |
| 3 | \$ |

Per paragraph 3 of the Proposal Worksheet, the delivery cost per case of commercial product not covered by the above pricing shall be:

| Product Category | A-1-40 cases per stop | B-41-99 cases per stop | C-100-299 cases per stop | D-300+ cases per stop |
|-------------------------|------------------------------|-------------------------------|---------------------------------|------------------------------|
| Frozen | \$ 3.25 | \$ 3.25 | \$ 3.25 | \$ 3.25 |
| Refrigerated | \$ 3.25 | \$ 3.25 | \$ 3.25 | \$ 3.25 |
| Dry | \$ 3.25 | \$ 3.25 | \$ 3.25 | \$ 3.25 |

This delivery price per case is above landed cost. Landed Cost is defined as invoice cost from the manufacturer plus freight if freight is not included with invoice cost. The Provisioner shall provide the District with price list at the time this contract is signed. The District has the right to examine documents of the Provisioner used to determine landed cost.

Per Addendum No. 1, the Provisioner shall, at the option of the District, order products from RFPs 1702 and 1703 in minimum quantities as per manufacturer offer, delivered directly to the District warehouse/location, report Value Pass Through as appropriate, and invoice the Agency on a per case fee. That per case fee shall be:

| | |
|----------------|---------|
| Price per case | \$ 0.40 |
|----------------|---------|

The provisions of this contract shall in no way prohibit the District from making incidental purchases from another supplier for the same services listed herein. The District reserves the right to make purchases direct from manufacturers.

Provisioner shall enter into a Memorandum of Understanding (MOU) for Distribution Services for Delivery of USDA Foods End Products for Super Co-Op Member Districts in the State of California. Provisioner agrees to fulfill all terms of that MOU, including but not limited to prompt USDA Foods end product sales reporting; maintain records of inventory, sales, and delivery; clearly state Value Pass Through on delivery invoice; and hold/recall responsibilities.

Provisioner agrees to report sales of USDA Foods end products on behalf of the manufacturer on a daily basis to the manufacturer's reporting agency (i.e. ProcessorLink, K-12 Foodservice, etc.) Prompt reporting is imperative to ensure proper draw down of Member District entitlement balance. Value Pass Through method and amounts shall be clearly indicated on all invoices for USDA Foods end product sales.

4. **Term of Contract.** Minimum contract term is one (1) year starting July 1, 2017. Quoted prices must stay in effect for one (1) year after award of bid and may be extended upon mutual consent of District and vendor for an additional two (2) one year periods in accordance with provisions contained in the California Education Code, Sections 17596 (K-12) and 81644 (Community Colleges). In the event of a general price decrease the District reserves the right to revoke the bid award unless the decrease is passed on to the District and its members.

5. **Insurance.**

(a) Provisioner shall carry and maintain during the entire term of this Contract the following insurance coverage:

- (i) Comprehensive General Liability Insurance for Combined Single Limit Bodily Injury and/or Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. The policy(ies) so secured and maintained shall include, among other things, coverage for contractual or assumed liability, products liability, and owned, hired and non-owned automobiles insurance and shall be maintained with so self-insured retention;
- (ii) Workers' Compensation Insurance in such amounts as may be required by law; and
- (iii) Such other insurance as is customarily maintained by large-scale processors and distributors of food products of the type, quality and grade provided for under this Contract.

(b) Provisioner shall furnish to the District certificates of insurance, signed by an authorized representative of the insurance carrier no later than thirty (30) days after the District board's approval of the Contract or prior to the first delivery of food products hereunder, whichever occurs first, which certificates shall be endorsed as follows:

"This policy shall not be suspended, cancelled, reduced in coverage or required limits of liability or amounts of insurance or non-renewed until notice has been mailed to the District. Date of suspension, cancellation, reduction or non-renewal may not be less than thirty (30) days after the date of mailing such notice. The insurance afforded by this policy is primary and any other insurance carried by the District with respect to the matters covered by such policy shall be excess and non-contributing."

- (c) The certificates of insurance and insurance policies required under this Contract shall name the District indemnities named in the Request for Proposals as additional insured. Facsimile or reproduced signatures are not acceptable. If complete and proper insurance certificates as required hereunder are not delivered to the District within the time period provided in subsection (b) above, the District may declare the Contract unexecuted and void. The District reserves the right to require complete certified copies of the required insurance policies.
- (d) The insurance companies providing the insurance required under this Contract shall be subject to the District's prior written approval, which shall not be unreasonably withheld.
- (e) If Provisioner fails to purchase and maintain any insurance required under this Section 5, the District may, but shall not be obligated to, upon five (5) days' written notice to Provisioner, purchase such insurance on behalf of Provisioner and shall be entitled to be reimbursed by Provisioner promptly thereafter or deduct the amount of such premiums from amounts otherwise due to Provisioner hereunder. Any amounts expended by the District hereunder shall bear interest from the date expended until repaid to the District at the rate of ten percent (10%) per annum.

6. **Indemnification.** Provisioner shall hold harmless, indemnify and defend (with counsel acceptable to the District) the District, their boards, directors, employees, agents and consultants from and against any and all obligations, liabilities, claims, losses, damages, costs and expenses (including attorneys' fees and costs) arising from or in connection with (a) any defects in the food products, (b) Provisioner conduct or negligent, willful or improper procedures in connection with the discharge of its responsibilities and obligations hereunder (including, without limitation, the processing of food products) or any other negligent behavior or willful misconduct of Provisioner, or (c) any breach or default by Provisioner under this Contract. The terms and provisions of this Section 6 shall survive the expiration or earlier termination of this Contract.

7. **Default Remedies.** The delivery of defective products, or the breach of any other term or provision of this Contract by Provisioner, shall constitute a "Default" of Provisioner hereunder. Provisioner shall have seven (7) days after delivery of notice of any Default from the District to cure any such Default, other than a Default relating to the delivery of defective products. No cure period shall be provided Provisioner with respect to any Default relating to the delivery of defective products. If Provisioner fails to cure the Default within the aforementioned cure period (or the Default relates to the delivery of defective products for which no cure period applies), the District may, without prejudice to any other right or remedy of the District, elect to terminate this Contract by delivery of a written termination notice to Provisioner. Immediately upon the delivery of such termination notice, this Contract shall be terminated and all rights and obligations of the parties hereunder, except those that expressly survive the termination of this Contract,

shall terminate and be of no further force or effect. In addition to the right to terminate the Contract pursuant in the preceding sentence, the District may pursue any other right or remedy that may be available to it at law or in equity, which may include an action for damages measured by all additional costs and expenses incurred by the District to procure food products from other sources for the remaining term of this Contract (including, without limitation, the difference between the price charged by such other sources for the food products and the price that would have been charged for the same or similar food products hereunder).

8. **Provisions Required by Law.** Each and every provision of law and clause required to be inserted into this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party this Contract shall forthwith be physically amended to make such insertion or correction.

9. **Due Authorization.** This Contract is duly authorized, executed and delivered by Provisioner, is the legal, valid and binding obligation of Provisioner enforceable against Provisioner in accordance with its terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the rights of contracting parties generally), and does not and will not violate any provisions of any agreement to which Provisioner is a party or may become a party or to which is it subject or may become subject. Each individual and entity executing this Contract hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Contract to the terms and provisions hereof.

10. **Assignment.** Provisioner shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Contract (or any part hereof) without the prior written consent of the District, which may be granted or withheld in the District's sole and absolute discretion.

11. **Notices.** All notices, requests, demands, consents, instructions or other communications hereunder shall be in writing (which shall include telex, telegram or telecopy) and shall be deemed to have been duly given or made upon transmittal thereof by telex, answer back received, if transmitted on a business day, otherwise on the first business day after transmittal, or on the date of confirmed dispatch if sent by telecopy on a business day, otherwise on the first business day thereafter, or upon the delivery thereof to the telegraph office if sent by telegraph on a business day, otherwise on the first business day thereafter, or three (3) business days after deposit in the mail if sent by certified mail, postage prepaid, return receipt requested, or on the next business day if sent by overnight personal delivery, in each case addressed to the party to which such notice is requested or permitted to be given or made hereunder, at the addresses and facsimile numbers set forth underneath such party's signature line to this Contract, or at such other address and/or facsimile number of which such party shall have notified in writing the party giving such notice. For purpose of this Contract, the term "business day" shall mean a day other than a Saturday, Sunday or any day on which the District is authorized or required by law to be closed.

12. Attorneys' Fees. In the event of any dispute between the District and Provisioner pertaining to this Contract or the services or products provided for hereunder, the prevailing party (as determined by the court or arbitrator in any such action) shall be entitled to recover from the other party its reasonable attorneys' fees, costs and expenses incurred in connection therewith. The term "attorneys' fees" or "attorneys' fees and costs" shall mean the fees and expenses of counsel to the parties hereto, which may include printing, photo-stating, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney, and the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The terms and provisions of this Section 12 shall survive the expiration or earlier termination of this Contract.

13. Waiver. No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Contract, nor shall such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.

14. Entire Agreement: Amendments. This Contract and all documents comprising the RFP constitute the entire and integrated agreement between the parties hereto with respect to the matters set forth therein and supersede all prior negotiations, representations or agreements, either written or oral. The documents comprising the RFP are hereby incorporated into this Contract and made a part hereof. The Contract may be amended or modified only by a writing executed by both parties hereto.

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year first above written.

DISTRICT:

Hanford Elementary School District

By: Anneliese Roa
Its: Program Manager

Address:

PO Box 1067
Hanford CA 93232
Phone No.: 559-585-3632
FAX No.: 559-585-2261

PROVISIONER:

Gold Star Foods

By: _____
Its (Title): _____

Address:

Phone No.:
FAX No.:

SANTA CLARITA VALLEY SCHOOL FOOD SERVICES AGENCY

25210 Anza Drive, Santa Clarita, California 91355 Ph (661)295-1574 Fax (661)295-0981

May 16, 2017

Mr. Sean C. Leer, CEO
Gold Star Foods
3781 East Airport Drive
P. O. Box 4328
Ontario, CA 91761

Re: RFP No. 1704 – Distribution of Processed USDA Foods and Commercial Food Products for Super Co-Op Member Districts

Dear Sean,

On Friday, May 5, 2017, responses to RFP No. 1704 – Distribution of Processed USDA Foods and Commercial Food Products were received and opened by the Santa Clarita Valley School Food Services Agency for the period of July 1, 2017 – June 30, 2018. Three Proposals were received and have been reviewed and considered by the Agency. Approximately 20 individuals from participating Member Districts participated in the proposal consideration. Gold Star Foods received 75.9 points (80 possible) on Part 1 of the award, which required a minimum of 60 points to advance to Part 2. Gold Star Foods was low bidder on Part 2 for all regions. I am pleased to inform you that your company has been awarded all seven regions for the coming year. The Board of Directors of the Agency approved the award and the attached Provisioning Contract today, May 16, 2017. Participating Member Districts are being notified of the award today and each District will be in contact with you to complete a separate Provisioning Contract with the respective pricing information based on your bid proposal.

I want to remind you about the “Buy American Provision” in Paragraph 26 of the RFP document which defines the provision and requirements of the successful bidder on this proposal to inform Member Districts of products sold under this proposal that DO NOT meet the definition of “domestic commodity or product” pursuant to 7 CFR Part 210.21(d). Member Districts shall be informed of non-compliant products at the time of order.

Please sign and return one original copy of the attached Provisioning Contract. On behalf of the Santa Clarita Valley School Food Services Agency and the participating Member Districts of the Super Co-Op, thank you for submitting a proposal. We appreciate the business relationship we have with your company, and your willingness to work with us to provide good nutrition to the children of the Santa Clarita Valley.

Sincerely,



Dr. Lynnelle Grumbles, RDN, SNS
Chief Administrative Officer
Santa Clarita Valley School Food Services Agency

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of contract with School Services of California for the 2017-2018 fiscal year.

PURPOSE:

School Service of California is the leading consultant in California school finance and is primarily used to provide updates on state activities as it relates to school districts finance.

FISCAL IMPACT:

There cost of the contract is \$3,660.

RECOMMENDATIONS:

Approve the contract with School Services of California for the 2017-2018 fiscal year.

Client # 0009850 / S15

P.O.#

AGREEMENT FOR SPECIAL SERVICES
Fiscal and Management Information Services

This is an agreement between the **HANFORD ELEMENTARY SCHOOL DISTRICT**, hereinafter referred to as "Client," and **SCHOOL SERVICES OF CALIFORNIA, INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2017.

RECITALS

WHEREAS, the Client needs assistance regarding issues of school finance, legislation, school budgeting, general fiscal issues, and the state-mandated program cost claims process; and

WHEREAS, the Consultant, is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable;

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. Consultant agrees to perform such duties relating to issues of school finance, including:
 - a. Delivery of "one copy" of each edition of the *Fiscal Report* containing information on issues of school finance, budgets, or practices that impact school district fiscal policies, and one copy of the booklet *Analysis of the Governor's Proposals for the State Budget and K-12 Education*
 - b. Unlimited access to the Consultant's online workshops, which include:
 - i. Fiscal Aspects of Negotiations
 - ii. Associate Student Body
 - c. The option of receiving information on Consultant's website regarding major school finance and policy issues
 - d. An analysis of all major school finance/fiscal legislation and reports on its legislative/executive branch progress
 - e. Preliminary school district revenue calculation using the online tools available on the Consultant's website for use in determining the projected revenue funding level soon after the budget is adopted based on the major annual school finance legislation
 - f. Participation at the Consultant's school finance conferences and workshops at the Consultant's client rate

- g. Counsel the Client on new mandates and information relating to the local mandate reimbursement process for all applicable legislation already adopted that contains a reimbursement appropriation, and maintain liaison with the State Controller, the Commission on State Mandates, and the State Department of Finance
- 2. The Consultant shall provide the Client with services as requested to a total of twelve (12) direct service hours during the 12-month period of this Agreement at no additional cost beyond the annual fee. The hours of service may be used as the Client directs on fiscal and mandate service issues, including: mandate counseling, analysis of specific district revenue or expenditure issues, analysis of specific legislative or regulatory issues, including a “quick query” service to provide telephone response to specific fiscal or mandate questions of the Client.

Services for which the base service hours may not be used, include: Client specific economy, efficiency, or management consulting services, including, but not limited to efficiency or management studies, demographic or school facility studies, special education studies, fiscal health analysis, and/or an in-depth budget review, direct collective bargaining or factfinding assistance; fiscal analysis for purposes of collective bargaining, legislative representation or advocacy; appearance as an expert witness; provision of depositions or declarations for district legal issues; major customized research projects or studies; or, on-site speeches or presentations.

- 3. The Client agrees to pay to Consultant for services rendered under this Agreement:
 - a. \$3,660 annually, plus expenses, or payable at \$305 per month, plus expenses, upon receipt of a billing from Consultant
 - b. For all requested services in excess of twelve (12) direct service hours as indicated in Item 2 above in the 12-month period, the applicable hourly rate for the person(s) performing the services shall apply
 - c. “Hours” are defined as hours of direct service to the Client, as well as reasonable travel time to and from the Client’s site
 - d. “Expenses” are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials
- 4. This Agreement shall be for the period of one year, beginning July 1, 2017, and terminating June 30, 2018. This Agreement may be terminated prior to June 30, 2018 by either party on thirty (30) days’ written notice. In the event that the Client elects to terminate services at the end of the Agreement, the Client shall give a 30-day written notice of nonrenewal. Consultant will provide continuing services for 90 days after the expiration date of the Agreement or until the client provides

written notice. The Client is responsible for these accrued charges and SSC may bill these additional days. In the case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation.

5. It is expressly understood and agreed to by both parties that Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as indicated below:

BY: _____


DATE: _____

Print Name

Job Title

Hanford Elementary School District

BY: _____


ROBERT D. MIYASHIRO
Vice President
School Services of California, Inc.

DATE: May 15, 2017

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider approval of contract with SchoolWorks.

PURPOSE:

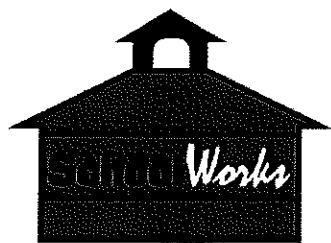
The District would like to contract with SchoolWorks to complete a variety of state aid forms in an attempt to obtain school construction funding for the 2017-2018 fiscal year.

FISCAL IMPACT:

There is a \$4,000 base fee with additional fees depending on the form.

RECOMMENDATIONS:

Approve the contract.



Facility Problem Solvers

May 8, 2017

SchoolWorks, Inc.

8331 Sierra College Blvd., #221
Roseville, CA 95661
Phone: 916-733-0402
www.SchoolWorksGIS.com

Annual Eligibility Services Contract: 2017-2018

To: Joy C. Gabler, Superintendent
HANFORD ELEMENTARY SCHOOL DISTRICT

From: Owen Alvarez – Vice President, State Building Program

Subject: 2017-2018 State Funding & Eligibility Contract

I have enclosed the new Annual Eligibility Contract for 2017-18.

It's also time to start thinking about your school facilities and the impact your 2017-2018 enrollment will have on your State Eligibility for Modernization and New Construction. We will be contacting you again prior to the October 4, 2017 reporting date to request the new enrollment numbers. Once we receive that information, we can calculate your New Construction and Modernization Eligibility for the coming year.

The Statewide School Facility Bond was approved last November. As of March 2017 there were \$1,705 billion in projects in line for new construction and \$981 million in line for modernization projects. This still leaves room for lots of additional projects but it will take some time to get your plans ready and get in line, so don't delay. The funds could be encumbered within the next two years if the applications come in at the historic rates.

To get the process started, just sign, date and return to our office. You can return the signed and dated contract via any of the following methods:

- * Scan and .pdf the signed/dated Contract and email to Alice@SchoolWorksGIS.com
- * Send regular mail

We appreciate the confidence you have shown in us in the past and hope that you will continue to allow us to assist you with your facility planning needs.

OA:at

Enclosure: Eligibility Contract

PROFESSIONAL SERVICES AGREEMENT ANNUAL ELIGIBILITY CONTRACT 2017/2018



THIS AGREEMENT, dated May 8, 2017, (the "Agreement") is made by and between Hanford Elementary School District, and SchoolWorks, Inc.

SCHOOLWORKS, Inc. will contract to perform the tasks enumerated below for the prices indicated. Hanford Elementary School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

SCOPE OF WORK - SCHOOLWORKS

1. Consulting:

Assistance and guidance will be provided to the District in understanding the submittal requirements and for determining the best application submittal strategies and options for maximizing School Facilities Program Eligibility and State Funding within the State School Building Program.

2. Application Documents:

Prepare the qualification documents and supporting documentation which are necessary for the District to qualify in the State School Facility Program for maximum project state funding potential under the School Facilities Program Funding Act of 1998. (A complete turn-key operation.)

3. Each district is unique in maximizing School Facilities Program Eligibility and State Funding within the State School Building Program. Because of these specific issues, different methods are utilized for accomplishing this goal.

Following is a listing of the many services offered by SchoolWorks that may or may not be a necessary component of the application process:

- Enrollment Projection Update – SAB 50-01
- Establish Baseline Capacity - SAB 50-02
- Modernization Eligibility Updates - SAB 50-03
- Additional Buildings
- Increased Enrollment

- Prepare Project Applications - SAB 50-04
 - Prepare Fund Releases - SAB 50-05
 - Assist with Expenditure Reports - SAB 50-06
 - Representation at SAB Meetings
 - Representation at Implementation Committee Meetings
 - Monthly notes on SAB and Imp Committee actions
 - Annual Meeting with Personal Consultant to review:
 - Eligibility Opportunities
 - Study Scenarios and Impact on Eligibility
 - Estimated Future Eligibility
 - Project Funding Calculations
 - Impact of Regulation Changes
 - Meetings with OPSC in Sacramento
 - Monitor Project Status
 - Assistance with CDE Plan Approvals (4.07 & 4.08)
4. Upon approval of this signed professional services proposal, SchoolWorks will provide a request for information list to the appointed District Representative. SchoolWorks will establish and review the goals and objectives as well as review the proposed timeline for completion. The estimated time to complete this Demographic Study will be approximately two months from the time all the necessary data has been collected.

Client Responsibilities

1. CBEDS/CSIS/CALPADS, Non-Severe and/or Severe Special Education Enrollment and/or other enrollment data necessary to complete Application(s). This information should be broken down by school site and then by grade level for each school site.
2. Facilities and/or Financial information needed to complete Application(s)
3. Written Confirmation that the need for Vocational and Career Technical Education Facilities is being met relative to the new construction and/or modernization project (Note: not applicable for elementary schools or elementary school districts, but an explanation letter may be required).
4. Campus maps, provided by the District, will need to illustrate up-to-date information to be fine-tuned and labeled appropriately by SchoolWorks staff per SFP Application submittal requirements.

Pricing

Prices quoted are contingent upon authorization of SchoolWorks to complete applications for which the District is eligible per applicable OPSC regulations and policies.

Fees for forms to be completed as needed:

| Item Description | Cost |
|--|---------|
| Annual Base Fee | \$4,000 |
| SAB 50-01 (Per Form) | \$2,000 |
| SAB 50-02 | \$2,000 |
| SAB 50-03 | \$1,500 |
| SAB 50-04 (Per Project) | |
| Design Funding | \$1,500 |
| Construction Phase | \$3,000 |
| SAB 50-05 (Per Project) | \$500 |
| SAB 50-06 (Per Form) | \$500 |
| CDE 4.07 or 4.08 | \$2,000 |
| PIW – Project Information Worksheet | \$500 |
| Facility Hardship – SAB Appeal Item | \$3,000 |
| Financial Hardship Checklists and Applications | |
| Design Funding | \$8,500 |
| Construction Phase | \$8,500 |
| Financial Hardship Re-Review | \$4,000 |

1. If SchoolWorks presence is requested at school board meetings, OPSC site visits or other meetings, the District will be billed at \$140 per hour, plus travel time and expenses.
2. This agreement may be terminated by either party with thirty (30) days notice, in writing, and the client will only be billed for work completed.

Fee Schedule

1. **Annual Eligibility Service:** The base fee will be billed upon receipt of the signed contract and each year thereafter, as long as this Contract remains in place. The amount is due within thirty days of the date of the invoice. Any amount due for form(s) completed during the contract period will be billed upon submittal of the form(s) to OPSC. The amount is due within thirty days of the date of the invoice.
2. **District Guarantee:** If the Office of Public School Construction (OPSC) or the State Allocation Board (SAB) disapproves an application for the District per the conditions stated herein below, there is no charge from SchoolWorks for that application. Any monies already paid by the District for an application which is disapproved will be completely refunded.
3. For purposes of this Agreement, the term "disapproved" means action has been taken by the OPSC or SAB to turn down or reject the application as not meeting OPSC or SAB requirements for approval because the application was not considered by OPSC as a "complete" application. If any 15-day letter or other pertinent notices are sent from the OPSC to the District regarding any application or project SchoolWorks submitted, SchoolWorks needs to receive a copy of the correspondence immediately via fax or email in order to expediently supply additional information to OPSC if requested and in order for the District to still qualify for this District Guarantee. Funding by the State, of course, cannot be guaranteed by SchoolWorks and the approval of a Special Appeal Request submitted by SchoolWorks to the OPSC and the SAB cannot be guaranteed by SchoolWorks. IN WITNESS WHEREOF, the District and SchoolWorks, Inc. have made and executed this Agreement as set forth below.

Conditions and Requirements

1. The Application documents will be completed to satisfy the requirements of OPSC. The Application documents will be audited by SchoolWorks to ensure their mathematical accuracy. Responsibility for the accuracy of data supplied by the District lies with the District.
2. This portion of the agreement does not include the preparation of any of the documents necessary for the purchase of a new school site unless otherwise herein specified. However, if SchoolWorks is submitting SAB 50-04 funding request forms on behalf of the District, the SchoolWorks staff may assist the Architect towards the submission of the required forms to CDE for requesting Architectural Plan and Site Approval from CDE.

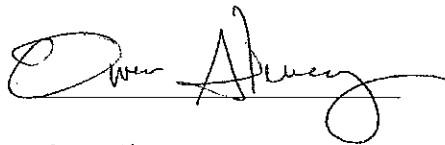
Acceptance of Proposal & Notification to Proceed

1. (If or when applicable) The Board of Trustees of the School District took action to approve this agreement between SchoolWorks Inc. and the Hanford Elementary School District, effective:

_____ (date of approval)

2. (If, or when needed) SchoolWorks is authorized to contact the OPSC, CDE, DSA, DTSC and/or SAB on the District's behalf and the District grants permission for OPSC to release and provide to SchoolWorks any needed SAB Forms and historical documents.

Signature:



Signature:

Printed Name: Owen Alvarez

Printed Name:

Date Signed: 5/8/2017

Date Signed:

Title: VP – State Building Program

Title:

District: SchoolWorks, Inc

District:

Address: 8331 Sierra College Blvd., #221

Address:

Roseville, CA 95661

Phone: (916) 390-0073

Phone:

Email: brett@schoolworksgis.com

Email:

HANFORD ELEMENTARY SCHOOL DISTRICT

AGENDA REQUEST FORM

TO: Joy C. Gabler

FROM: David Endo

DATE: 06/05/2017

FOR: ☒ Board Meeting
☐ Superintendent's Cabinet

FOR: ☐ Information
☒ Action

Date you wish to have your item considered: 06/14/2017

ITEM:

Consider adoption of Resolution 35-17 allowing for the purchase of a modular restroom from American Modular Systems utilizing a piggyback bid issued by Santa Rita School District.

PURPOSE:

The Santa Rita School District has a piggyback bid with American Modular Systems for the procurement of modular classrooms and restrooms. The District would like to use this bid for the procurement of a modular restroom. The restroom will be placed on the Martin Luther King Jr. Elementary site for use at the new Community Day School. A copy of the piggyback bid has been included for your review.

FISCAL IMPACT:

The piggyback cost is \$91,530.

RECOMMENDATIONS:

Adopt Resolution 35-17 allowing for the purchase of a modular restroom from American Modular Systems utilizing a piggyback bid issued by Santa Rita School District.

HANFORD ELEMENTARY SCHOOL DISTRICT**RESOLUTION NO. 35-17****APPROVAL OF AMERICAN MODULAR SYSTEMS AGREEMENT**

WHEREAS, the Governing Board (the “Board”) of the Hanford Elementary School District (the “District”) has determined that a true and very real need exists for the acquisition of a modular toilet room buildings for use in District educational programs (the “Property”); and

WHEREAS, the governing board of a school district may under Section 20118 of the California Public Contract Code, without advertising for bids, if the board has determined it to be in the best interest of the district, authorize by contract, lease, requisition or purchase order, any public corporation or agency to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, services and other personal property for the district in the manner in which the public corporation is authorized by law to lease or purchase; and

WHEREAS, the Board has determined that it is in the best interest of the District to authorize the Property through a bid procured by the Santa Rita Union School District under the Piggyback Bid No. 2015-16-1A (“AMS Modular Contract”); and

WHEREAS, the District has agreed to acquire the Property under the same pricing, terms and conditions as the AMS Modular Contract; and

WHEREAS, the Board of the District has by this Resolution determined the need for the Property and authorized the purchase thereof at a proposed cost of \$91,530; and

WHEREAS, the Board of the District has determined that this purchase is the most economical means for providing the Property to the District.

NOW, THEREFORE, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines the acquisition of the Property pursuant to Public Contract Code section 20118 to be in the best interest of the District.

Section 3. The Board hereby finds and determines the AMS Modular Contract provides the most economical means for providing the Property to the District.

Section 4. The form of the Contract by and between the District and American Modular Systems, presented at this meeting and on file with the District, is hereby approved. The Superintendent or Superintendent’s designee is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to American Modular Systems any and all documents necessary to complete the transaction contemplated hereunder with any such changes therein as such officer or person may require and approve, such approval to be conclusively

evidenced by the execution and delivery thereof.

Section 5. The Superintendent or Superintendent's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 7. This Resolution shall be effective as of the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Governing Board of the Hanford Elementary School District, Kings County, State of California, this 14th day of June, 2017, by the following vote:

AYES: _____

NOES: _____

ABSTAIN: _____

ABSENT: _____

President of the Governing Board of
Hanford Elementary School District

April 28, 2018

Hanford Elementary School District
714 N. White Street
Hanford, CA 93232

Re: 12x40 DSA Boy/Staff/Girl Restroom Building

Attn: Juan Gonzalez

American Modular Systems is pleased to provide our proposal for the 12x40 DSA Boy/Staff/Girl Restroom Building. Our pricing is based upon the floor plan attached to this proposal for reference.

Hanford Elementary SD is utilizing the provisions of the Santa Rita Union School District Facility Services Contract and the scope of work as listed below, and in the Inclusions and Exclusions as outlined. The omission of any item(s) not listed in the assumed scope shall not be construed to be included in this pricing.

Base Building(s): DSA approved modular restroom building, steel rigid frame construction, Type V non-rated construction, 20 lb roof load, 50 + 15 lb floor load, 110 ULT wind load, 2013 CBC, Ss = 0.750, FOB Hanford.

| | |
|---|-----------|
| (1) each 12x40 DSA Boy/Staff/Girl Restroom Building | \$ 91,530 |
| Per floor plan attached and refer to inclusions/exclusions list attached. | |

Terms:

Monthly progress payment net 20 days. Quote good for 60 days.

Schedule:

Delivery available 120 days after DSA approval or June 2018 whichever is later. DSA approval must be before December 31, 2017 to ensure approval under current code. Price will be revised if approved after January 1, 2018.

Attachments/Exhibits:

AMS (or architect) floor plan dated 9/11/13.

Thank you for the opportunity to provide our proposal. If accepted, please sign below accepting the standard terms and conditions of our Cooperative Purchasing Contract, and per the descriptions and pricing listed above.

Accepted By:

Hanford Elementary S.D.

Signature

Printed Name

Title

Date

DMS/rt

American Modular Systems



Signature

DANIEL M. SARICH

Printed Name

PRESIDENT

Title

4/28/17

Date

Hanford Elem. SD
Restroom Bldg.

Inclusions:

- 2013 CBC
- Standard delivery/Set-up
- Standard wood foundation
- Wood floor system
- Hardi sub-floor
- Duratemp T-1-11 type wood siding
- AMS Standard Dunn Edwards paint
- 20 ga galv. standing seam metal roof, standard ¼:12 dual slope
- 2 ft. End overhangs
- non-enclosed overhangs
- 18 ga exterior hollow metal doors
- AMS Standard covered sheet vinyl floor covering
- AMS Standard white FRP interior wall covering over ½" gypboard
- 8' 6" suspended T-bar ceilings with 2x4 ceiling tiles
- R-19 roof insulation, R-13 walls
- LED Interior lighting with occupancy sensors
- Single phase exterior wall electrical panel
- (1) Standard exterior light at each door
- Standard Schlage door hardware
- Engineering & Design
- Project/contract supervision
- Sales tax

Exclusions:

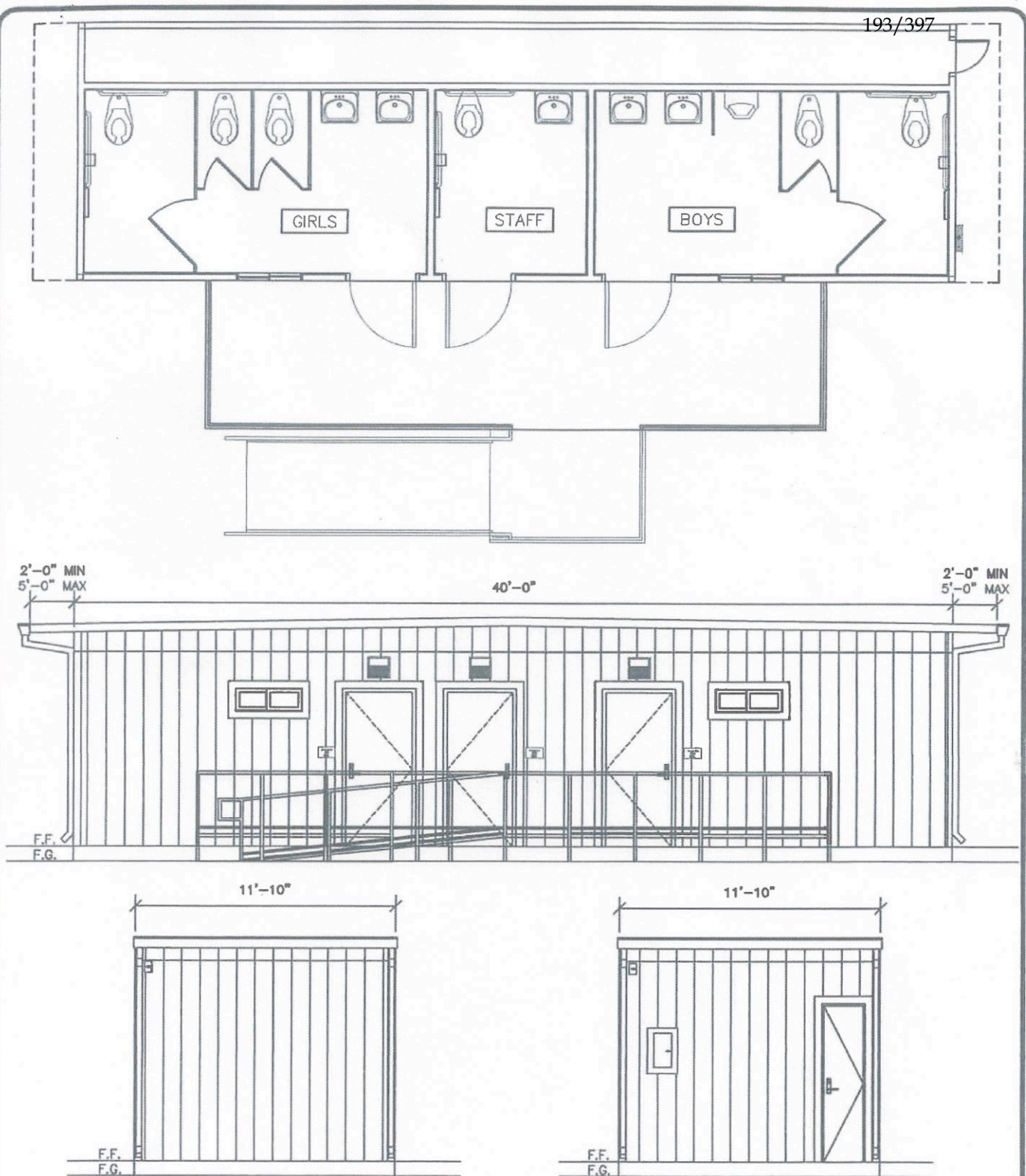
- DSA approval, DSA plan fees, DSA inspection fees, DSA inplant/site inspection fees
- Architect fees
- Builders Risk Insurance
- Site security to include the delivered buildings
- Airport proximity STC compliance
- Extreme climate zone HVAC coordination
- Solar option design/approval
- Sidewalks, flatwork, curbs, mow strips, landscaping
- Utilities/connections
- RWL connections to underground
- Surveying, site preparation/site improvements
- Plans showing grades, benchmarks, maintenance of benchmarks, setbacks, finish floor heights, etc.
- Adequate all weather vehicle/trades access to building pad
- Soils testing, soils reports
- Special handling due to inaccessible site conditions
- Fire alarm system
- Ramps/ramp transitions to grade
- Fire sprinklers/risers
- EMS systems, EMCS systems pathways and/or coordination
- Load monitoring provisions
- Low voltage systems, motion detectors, intrusion systems
- IDF cabinets, wires, devices or pathways, pull strings
- ALL Signage
- Projection screens, projectors, TV/monitor brackets, CCTV
- Union labor
- Concrete foundations, vent/access wells, drywells, foundation pit excavation, off-haul of spoils
- Foundation flashing
- Exterior/interior drinking fountain
- Crane charges if necessary
- Full time supervision
- Temporary power/water/phone, job trailer, fencing, dust control, site security, portable toilets, dumpster, storage bin
- SWPPP
- Appliances, furniture, soap/paper dispensers, hand dryers, changing tables
- Casework
- Sealing/waxing of finish floor coverings, walk-off mats at entry doors
- Epoxy grouts, grout sealers
- Window coverings, security screens, window/building awnings, side overhangs
- Master keying
- Rated walls
- Air balance reports/testing
- Water chlorination

District must provide a truck accessible level/compacted prepared pad. The pad shall be a maximum of 6" from grade level measured diagonally along long axis. All sites exceeding 6" shall be charged on a site-by-site basis.

Concrete Foundation Exclusions – foundation flashing, site demolition, foundation pad excavation, import/export soils, surveying, site improvements, underground hazards, crawl space drainage, dry wells, slurry seal, backfilling/compaction, unforeseen conditions

Note: AMS does not have the following included in our scope as listed above per the new requirements in 2013 CBC: exterior lighting back-up battery load monitoring provisions, EMCS systems pathways and/or coordination, airport proximity STC compliance, extreme climate zone HVAC coordination and solar option design/approval. AMS provides non-operable windows as standard for all projects unless otherwise coordinated.

The omission of any item(s) not listed in the assumed scope and/or exclusions shall not be construed to be included in this pricing. All projects per AMS standard PC guidelines, manufacturing methods, finishes and fixtures. AMS does not include direction and/or design for options not included in our scope unless otherwise stated or coordinated prior.



American Modular Systems Inc.
787 Spreckels Ave. Manteca, CA 95336
(209)825-1921 Fax (209)825-7018
americanmodular.com

DRAWING TITLE

12 X 40

GIRLS STAFF AND BOYS RESTROOM BUILDING

DATE: 9/11/13

SCALE: NTS

DRAWN BY: MP

SERIAL NO.:

PROJECT No.
1

1



BID MANUAL

BID NUMBER: 2015-16-1A

**FACILITY SUPPLY SERVICES CONTRACT
MODULAR CLASSROOM BUILDINGS AND MODULAR
TOILET ROOM BUILDINGS AT VARIOUS SITES**

SANTA RITA UNION SCHOOL DISTRICT

April 29, 2016



Santa Rita

Union School District

57 Russell Road, Salinas CA 93906 (831) 443-7200 Fax (831) 442-1729 www.santaritaschools.org

May 20, 2016

Mr. Daniel Sarich
American Modular Systems
787 Spreckels Avenue
Manteca, CA 95336

Subject: Notice of Award – Facilities Supply Contract

Dear Mr. Sarich,

Thank you for submitting your bid for the Facilities Supply Contract. Santa Rita Union School District ("District") has completed its review of the bids submitted in response to the Districts' bid package for the Facilities Supply Contract bid. Accordingly, we are pleased to inform you the Santa Rita Union School District Board of Education has awarded American Modular Systems the contract as the lowest responsible bidder at the board meeting held May 19, 2016.

Thank you for participation in this process.

We look forward to working with you.

Sincerely,

Nancy Pfeiffer
Chief Business Officer
Santa Rita Union School District

Serving the students of Santa Rita –

Superintendent:
Dr. Shelly D. Morr
smorr@santaritaschools.org

Chief Business Officer:
Nancy Pfeiffer
npfeiffer@santaritaschools.org

Director of Human Resources:
Dr. Roxanne Regules
rregules@santaritaschools.org

Director of Educational Services:
Dr. Mary White
mwhite@santaritaschools.org

Director of Curriculum/Special Projects
Melissa Alderman
malderman@santaritaschools.org

Board of Trustees:

Mrs. Elva Arellano
Ms. Meri Keiser
Mr. Sunil Patel
Mr. Tom Spencer
Ms. Sarah Turner

Santa Rita

Union School District

57 Russell Road
Salinas, CA 93906
(831) 443 - 7200
Fax 442 - 1729

MEETING of the BOARD OF TRUSTEES AGENDA

THURSDAY, June 2, 2016
5:30 – CLOSED SESSION
Regular Session – 6:00 p.m.

District Administration Building Conference Room, 57 Russell Road, Salinas, CA

Enter the side door on the east, next to the parking lot. Any writings or documents that are public records and are 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 57 Russell Road, Salinas CA during normal business hours. Any member of the public desiring to address the Board on an item not listed on the agenda may complete a "brown" card and submit it to the Superintendent or President of the Board prior to the start of the meeting. The meeting may be in part or whole recorded on audiotape.

To request a disability-related modification or accommodation in order to participate in this meeting, please contact the Office of the Superintendent at (831) 443-7200 at least 24 hours in advance.

- 1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE
- 2.0 ADJOURNED TO CLOSED SESSION
 - 2.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.
 - 2.2 Confer with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957..
 - 2.3 Potential Litigation as per GC 54956.9.
 - 2.4 Superintendent's Evaluation.
- 3.0 RECONVENE INTO OPEN SESSION
- 4.0 RECEIVE HEARINGS OF INDIVIDUALS DESIRING TO ADDRESS THE BOARD
- 5.0 CONSIDER APPROVAL OF CONSENT AGENDA
 - 5.1 Approval of Minutes
 - 5.2 Approve Warrants
 - 5.3 Personnel Actions
 - 5.4 Consider approval of agreement between Proactive K-9's and Santa Rita Union School District for contraband detection services and substance awareness for the period of July, 2016 through June, 2017.
 - 5.5 Acceptance of gifts to the district

5.6 Consider Approval of Minutes

Minutes of May 19, 2016 Meeting of the Santa Rita School District Board of Trustees

- 1.0 Mrs. Arellano called the meeting to order at 6:04 p.m. Present: Ms. Keiser, Mr. Patel, Mr. Spencer, and Ms. Turner. The Pledge of allegiance was said.
It was moved by Ms. Turner and seconded by Mr. Spencer to approve a few adjustments to the Board agenda.
Vote: 5 yes, 0 no. Moved Student Leadership to 2.0, amended the Resolution No. to Board Agenda item 6.5 to Resolution No. 16.05.85, and pulled agenda items 7.1 and 7.2 for next Board meeting.
Student Leadership reported.
- 2.0 Public Comment: Mrs. Rhonda Velez , CSEA requested an investigation regarding the workplace bullying.
- 3.0 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve the consent agenda . Vote: 5 yes, 0 no.
 - 3.1 Reports from Student Leadership were moved top of the agenda.
 - 3.2 Approved Minutes of May 5, 2016
 - 3.3 Approved Warrants
 - 3.4 Approved Personnel Actions
 - 3.5 Approved a Multi-Day Outdoor Ed. Camp for McKinnon Elementary and Santa Rita Elementary for January 6-8, 2017.
 - 3.6 Accepted gifts to the district.
- 4.0 Reports, Information, and Correspondence
 - 4.1 Reports from District Organizations, Councils, or Committees
 - 4.2 Reports from School Principals/Directors/Department Staff/Chief Business Officer
 - 4.3 Reports of the Board on Activities or Meetings Attended
 - 4.4 Reports from the Superintendent
- 5.0 Business
 - 5.1 It was moved by Mr. Patel and seconded by Ms. Turner to adopt Resolution No 16.05.71 in which the Board of Education of the Santa Rita Union School District authorizes the issuance and sale of refunding bonds; approving, authorizing and directing execution of an amended and restated joint exercise of powers agreement relating to the California Statewide Communities Development Authority; and approving forms of documents and actions of district officers as necessary in connection therewith. Vote: 5 yes, 0 no.
 - 5.2 District staff presented to the Board their findings and recommendations for individual school sites summer projects. This was an informational item and no Board action was required.
 - 5.3 It was moved by Mr. Patel and seconded by Ms. Turner to accept a bid from American Modular Systems that provides the district an opportunity to purchase various modular buildings beginning May 19, 2016 through May 18, 2019 at the price established on this bid. No buildings are currently being recommended for purchase at this time. Vote: 5 yes, 0 no.
 - 5.4 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Anaya & Sons Construction to remove and replace sidewalks at Gavilan View Middle School for a cost not to exceed \$85,534. Vote: 5 yes, 0 no.
 - 5.5 It was moved by Mr. Patel and seconded by Ms. Turner to approve an agreement with Souto Brothers for the landscaping of the Earth, Sky and Water Lab at Gavilan View Middle School for a cost not to exceed \$59,500. Vote: 5 yes, 0 no.
 - 5.6 It was moved by Ms. Keiser and seconded by Mr. Spencer to approve a proposal to purchase a used 26' 2008 Skyjack electric platform scissor lift from United Rentals at a cost not to exceed \$9,285. Vote: 5 yes, 0 no.
 - 5.7 It was moved by Mr. Patel and seconded by Ms. Turner to approve a two year agreement between the Santa Rita Union School District and the Mexican American Opportunity Foundation, Inc. (MAOF) to lease the preschool building at Santa Rita Elementary School to operate a Daycare Center from July 1, 2015 to June 30, 2017. Vote: 5 yes, 0 no.
 - 5.8 It was moved by Ms. Turner and seconded by Ms. Keiser to approve the purchase of carpet from Shaw Industries, Inc. for the classroom modernization of eight portable classrooms at La Joya Elementary School, four classrooms and the Administrative Office at Santa Rita Elementary School and the Computer Lab at New Republic Elementary School using the NJPA approved contract with Shaw Industries, Inc. for a cost not to exceed \$48,213. Vote: 5 yes, 0 no.
 - 5.9 It was moved by Ms. Turner and seconded by Ms. Keiser to approve an agreement with Blancas Construction, Inc. to paint eleven portable classrooms including the doors and the Cafeteria access ramp at Gavilan View Middle School for a cost not to exceed \$19,643. Vote: 5 yes, 0 no.

- 6.0 Personnel
 - 6.1 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.81; Resolution of Appreciation for Robin M. Kunysz. Vote: 5 yes, 0 no.
 - 6.2 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No.16.05.82; Resolution of Appreciation for Sandra L. McCafferty. Vote: 5 yes, 0 no.
 - 6.3 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.83; Resolution of Appreciation for Jorge Jasso. Vote: 5 yes, 0 no.
 - 6.4 It was moved by Mr. Patel and seconded by Mr. Spencer to approve Resolution No. 16.05.84; Resolution of Appreciation for Jesus G. Rico. Vote: 5 yes, 0 no.
 - 6.5 I was moved by Ms. Keiser and seconded by Mr. Spencer to consider reduction of service of three hours of a Health Aide position for the 2016/2017 school year. Vote: 5 yes, 0 no.
 - 6.6 It was moved by Mr. Spencer and seconded by Mr. Patel to approve the Memorandum of Understanding between the Santa Rita Union School District and the National University. Vote: 5 yes, 0 no.
 - 6.7 It was moved by Mr. Patel and seconded by Mr. Spencer to approve the California School Employees Association (CSEA) and the District to "Sunshine" their proposal to open negotiations for the 2016-2017 school year. Vote: 5 yes, 0 no.
- 7.0 Curriculum
 - 7.1 It is recommended the Board of Trustees discuss the Local Control Accountability Plan (LCAP) update prior to submission to the Monterey County Office of Education. This agenda item was tabled.
 - 7.2 Superintendent and Curriculum and Instruction staff will be presenting to the Board information on updated assessment results. The agenda item was tabled.
- 8.0 Student Services – No Items
- 9.0 Administration - No Items
- 10.0 Closed Session
 - 10.1 Personnel Actions – Appointment, Employment, Evaluation, Discipline/Dismissal/Release GC 54957.
 - 10.2 Conferred with Negotiations Team Regarding Collective Bargaining with the Santa Rita Teachers Association and California School Employees Association, Chapter 503 as per GC 54954.5 (f) and 54957.
 - 10.3 Potential Litigation as per GC 54956.9
 - 10.4 Superintendent's Evaluation

Meeting was adjourned at approximately 8:37 p.m.

Respectfully submitted:


 Dr. Shelly Morr, Secretary to the Board

Fictitious Business**STATEMENT OF
ABANDONMENT OF USE OF
FICTITIOUS BUSINESS NAME**File No. 20160626
Filed Mar 17 2016

The following person has abandoned the use of the fictitious business name listed: DENTAL CARE OF SHERWOOD GARDENS; DENTAL CARE OF SEASIDE located at 1211 South Main Street, Salinas, CA 93901; Monterey County.

The fictitious business name was filed in Monterey County on June 29, 2015; File Number 20160626.

Registered Owner:
WYNN DENTAL CORPORATION,
A California Corporation
1211 South Main Street
Salinas CA 93901
Business was conducted by: a corporation.

/s/ Jennifer Huyen Wynn
President

This statement was filed with the County Clerk of MONTEREY County on date indicated by file stamp above.

Mar 23, 30; Apr 6, 13, 2016 (1136187)

Legal Notices

Notice of Availability
of Request for Bids for

**Johnson Canyon Landfill
Concrete Pad Modification
and Installation Project**

The Salinas Valley Solid Waste Authority invites submittal of bids for the **"Johnson Canyon Concrete Pad Modification and Installation Project."** Bids must conform to the Request for Bids available on April 4, 2016, at 128 Sun Street, Suite 101, Salinas. For a copy of the Request for Bids, please call (831) 775-3014 or e-mail Linda Vasquez at bids@svswa.org.

Sealed proposals will be received in the Authority Clerk's office until **2:00 p.m. on Wednesday, April 20, 2016**, at which time bids will be opened in the Authority's Conference Room.

April 6, 2016 (1174464)

PUBLIC NOTICE

The Ag Land Trust has announced that it has entered into an agreement to acquire an agricultural conservation easement covering 129 acres of irrigated farmland in the Salinas Valley. This property is located on the east side of McFadden Road at the intersection of Highway 183 in Monterey County. The Assessor's Parcel Numbers are 227-063-004 and 414-012-001.

An agricultural conservation protects and limits the use of the land for agriculture purposes. The 129 acre easement will ensure that, in perpetuity, this land will be preserves for agriculture uses. The Ag Land Trust will hold title to the easement and will monitor the terms of the easement annually to insure that the purposes of the easement are fulfilled. The Ag Land Trust is a non-profit 501 (c) (3) corporation that exists to protect the valuable irreplaceable agricultural land resources of Monterey County by acquiring and holding in trust agricultural conservation easements. For further information contact Sherwood Darington at 422-5868.

April 6, 2016 (174669)

PLACE YOUR HELP WANTED AD HERE
(888) 263-5874

Legal Notices**Trustees**

NOTICE OF TRUSTEE'S SALE Trustee Sale No. 206-066426 Loan No. 4414 Title Order No. 91205338 NOTE: THERE IS A SUMMARY OF THE INFORMATION IN THIS DOCUMENT ATTACHED

PURSUANT TO CIVIL CODE § 2923.3(a), THE SUMMARY OF INFORMATION REFERRED TO ABOVE IS NOT ATTACHED TO THE RECORDED OR PUBLISHED COPY OF THIS DOCUMENT BUT ONLY TO THE COPIES PROVIDED TO THE TRUSTOR.] YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 06-09-2015. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER. On 04-13-2016 at 10:00 AM, PLM LOAN MANAGEMENT SERVICES, INC as the duly appointed Trustee under and pursuant to Deed of Trust Recorded 06-30-2015, Instrument 2015034885 of official records in the Office of the Recorder of MONTEREY County, California, executed by: JOSE FUENTES CONSTRUCTION, INC., A CALIFORNIA CORPORATION, as Trustor, HERZER FINANCIAL SERVICES, INC., A CALIFORNIA CORPORATION, as Beneficiary, will sell at public auction the trustor's interest in the property described below, to the highest bidder for cash, cashier's check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association, or savings bank specified in section 5102 of the Financial Code and authorized to do business in this state. The sale will be held by the duly appointed trustee as shown below, of all right, title, and interest conveyed to and now held by the trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. Place of Sale: AT THE MAIN ENTRANCE TO THE COUNTY ADMINISTRATION BUILDING AT 168 W. ALISAL STREET, SALINAS, CA Amount of unpaid balance and other charges: \$196,860.89 * (estimated) *LESS APPROXIMATELY \$162,739.00 REMAINING IN THE CONSTRUCTION ACCOUNT. Street address and other common designation of the real property purported as: 1135 PACIFIC AVE. , SALINAS, CA 93905 APN Number: 004-373-038-000 The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property heretofore described is being sold "as is". The following statements; NOTICE TO POTENTIAL BIDDERS and NOTICE TO PROPERTY OWNER are statutory notices for all one to four single family residences and a courtesy notice for all other types of properties. NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there

Legal Notices**Trustees**

are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call NATION-WIDE POSTING & PUBLICATION at (916) 939-0772 or visit this Internet Web site www.nationwideposting.com using the file number assigned to this case 206-066426. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. DATE: 03-15-2016 FOR TRUSTEE'S SALES INFORMATION, PLEASE CALL (916) 939-0772, OR VISIT WEBSITE: www.nationwideposting.com PLM LOAN MANAGEMENT SERVICES, INC, AS TRUSTEE (408)-370-4030 ELIZABETH GODBEY, VICE PRESIDENT PLM LOAN MANAGEMENT SERVICES, INC IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NPP0276129 To: SALINAS CALIFORNIAN PUB: 03/23/2016, 03/30/2016, 04/06/2016 (1133013)

NOTICE OF TRUSTEE'S SALE TS No. CA-14-608643-JP Order No.: 140000662-CA-MAI YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 6/2/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state, will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE. Trustor(s): JAIME INIGUEZ, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY Recorded: 6/9/2006 as Instrument No. 2006051356 of Official Records in the office of the Recorder of MONTEREY County, California; Date of Sale: 4/20/2016 at 10:00 AM Place of Sale: At the Main Entrance to the County Administration Building, located at 168 W Alisal Street Salinas, California 93901 Amount of unpaid balance and other charges: \$473,282.92 The purported property address is: 7 GREGORY RD, ROYAL OAKS, CA 95076 Assessor's Parcel No.: 119-191-010-000 NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence, priority, and size of outstanding liens that may exist on this property by contacting the county recorder's office or a title insurance company, either of which may charge you a fee for this information. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call NATION-WIDE POSTING & PUBLICATION at (916) 939-0772 or visit this Internet Web site www.nationwideposting.com using the file number assigned to this case 206-066426. Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. DATE: 03-15-2016 FOR TRUSTEE'S SALES INFORMATION, PLEASE CALL (916) 939-0772, OR VISIT WEBSITE: www.nationwideposting.com PLM LOAN MANAGEMENT SERVICES, INC, AS TRUSTEE (408)-370-4030 ELIZABETH GODBEY, VICE PRESIDENT PLM LOAN MANAGEMENT SERVICES, INC IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. NPP0276129 To: SALINAS CALIFORNIAN PUB: 03/23/2016, 03/30/2016, 04/06/2016 (1133013)

Trustees

mation. If you consult either of these resources, you should be aware that the same lender may hold more than one mortgage or deed of trust on the property. NOTICE TO PROPERTY OWNER: The sale date shown on this notice of sale may be postponed one or more times by the mortgagee, beneficiary, trustee, or a court, pursuant to Section 2924g of the California Civil Code. The law requires that information about trustee sale postponements be made available to you and to the public, as a courtesy to those not present at the sale. If you wish to learn whether your sale date has been postponed, and, if applicable, the rescheduled time and date for the sale of this property, you may call 888-988-6736 for information regarding the trustee's sale or visit this Internet Web site <http://www.qualityloan.com>, using the file number assigned to this foreclosure by the Trustee: CA-14-608643-JP . Information about postponements that are very short in duration or that occur close in time to the scheduled sale may not immediately be reflected in the telephone information or on the Internet Web site. The best way to verify postponement information is to attend the scheduled sale. The undersigned Trustee disclaims any liability for any incorrectness of the property address or other common designation, if any, shown herein. If no street address or other common designation is shown, directions to the location of the property may be obtained by sending a written request to the beneficiary within 10 days of the date of first publication of this Notice of Sale. If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled

Probates**NOTICE OF PETITION TO
ADMINISTER ESTATE OF
CHRISTOPHER BURDITT
CASE NO. 16PR000061**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: CHRISTOPHER BURDITT.

A PETITION FOR PROBATE has been filed by: Judy Burditt in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: JUDY BURDITT be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: 5-18-2016
Time: 9:00 AM Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

GREGORY M. CHILTON, ESQ.
Attorney for Petitioner
310 CAPITOL STREET, STE. B
SALINAS, CA 93901
831 759-9000
Mar. 30; Apr. 6, 13, 2016 (1085164)

Trustees

ted only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney. If you have previously been discharged through bankruptcy, you may have been released of personal liability for this loan in which case this letter is intended to exercise the note holders right's against the real property only. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit report agency if you fail to fulfill the terms of your credit obligations. QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. Date: Quality Loan Service Corporation 411 Ivy Street San Diego, CA 92101 619-645-7711 For NON SALE information only Sale Line: 888-988-6736 Or Login to: <http://www.qualityloan.com> Reinstatement Line: (866) 645-7711 Ext 5318 Quality Loan Service Corp. TS No.: CA-14-608643-JP IDSPub #0104295 3/30/2016 4/6/2016 4/13/2016 (1146367)

NOTICE OF TRUSTEE'S SALE TS No. CA-14-610659-JP Order No.: 140014348-CA-MAI YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 2/14/2007. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER. A public auction sale to the highest bidder for cash, cashier's check drawn on a state or national bank, check drawn by state or federal credit union, or a check drawn by a state or federal savings and loan association, or savings association, or savings bank specified in Section 5102 to the Financial Code and authorized to do business in this state,

Probates**NOTICE OF PETITION TO
ADMINISTER ESTATE OF
NORMAN WILLIAMS, JR.
CASE NO. 16PR000093**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: Norman Williams, Jr.

A PETITION FOR PROBATE has been filed by: Nadine A. Pina in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: Nadine A. Pina be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: APR 13 2016
Time: 9:00 a.m. Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

Edward Broitman, Esq.
Attorney for Petitioner
905 Cedar Street
Santa Cruz, CA 95060
831 325-8175
Mar. 25, 30; Apr. 6, 2016 (1143385)

Trustees

will be held by duly appointed trustee. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale. BENEFICIARY MAY ELECT TO BID LESS THAN THE TOTAL AMOUNT DUE. Trustor(s): STEPHEN T. HERMIDA, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY Recorded: 2/28/2007 as Instrument No. 2007016415 of Official Records in the office of the Recorder of MONTEREY County, California; Date of Sale: 4/20/2016 at 10:00 AM Place of Sale: At the Main Entrance to the County Administration Building, located at 168 W Alisal Street Salinas, California 93901 Amount of unpaid balance and other charges: \$1,068,637.47 The purported property address is: 6 LAFAYETTE CIRCLE, SALINAS, CA 93906 Assessor's Parcel No.: 211-281-009-000 NOTICE TO POTENTIAL BIDDERS: If you are considering bidding on this property lien, you should understand that there are risks involved in bidding at a trustee auction. You will be bidding on a lien, not on the property itself. Placing the highest bid at a trustee auction does not automatically entitle you to free and clear ownership of the property. You should also be aware that the lien being auctioned off may be a junior lien. If you are the highest bidder at the auction, you are or may be responsible for paying off all liens senior to the lien being auctioned off, before you can receive clear title to the property. You are encouraged to investigate the existence

Probates**NOTICE OF PETITION TO
ADMINISTER ESTATE OF
ROBERT A. BRYANT, SR.
CASE NO. 16PR000070**

To all heirs, beneficiaries, creditors, contingent creditors, and persons who may otherwise be interested in the will or estate, or both, of: Robert A. Bryant, Sr. aka Robert Bryant.

A PETITION FOR PROBATE has been filed by: Bonnie T. Bryant, III in the Superior Court of California, County of Monterey.

The PETITION FOR PROBATE requests that: Bonnie T. Bryant, III be appointed as personal representative to administer the estate of the decedent.

The PETITION requests authority to administer the estate under the Independent Administration of Estates Act. (This authority will allow the personal representative to take many actions without obtaining court approval. Before taking certain very important actions, however, the personal representative will be required to give notice to interested persons unless they have waived notice or consented to the proposed action.) The independent administration authority will be granted unless an interested person files an objection to the petition and shows good cause why the court should not grant the authority.

A HEARING on the petition will be held in this court as follows:

Date: April 27, 2016
Time: 9:00 a.m. Dept.: 13
Superior Court of California
County of Monterey
1200 Aguajito Road
Monterey Ca 93940

IF YOU OBJECT to the granting of the petition, you should appear at the hearing and state your objections or file written objections with the court before the hearing. Your appearance may be in person or by your attorney.

IF YOU ARE A CREDITOR or a contingent creditor of the decedent, you must file your claim with the court and mail a copy to the personal representative appointed by the court within the later of either (1) four months from the date of first issuance of letters to a general personal representative, as defined in section 58(b) of the California Probate Code, or (2) 60 days from the date of mailing or personal delivery to you of a notice under section 9052 of the California Probate Code. Other California statutes and legal authority may affect your rights as a creditor. You may want to consult with an attorney knowledgeable in California law.

YOU MAY EXAMINE the file kept by the court. If you are a person interested in the estate, you may file with the court a Request for Special Notice (form DE-154) of the filing of an inventory and appraisal of estate assets or of any petition or account as provided in Probate Code section 1250. A Request for Special Notice form is available from the court clerk.

Margaret H. Clark
Attorney for Petitioner
21 W. Alisal Street,
Suite 100A
Salinas, CA 93901
831-757-2644
Mar. 30; Apr. 6, 13, 2016 (1149992)

**REQUEST FOR BIDS
Santa Rita Union School District
57 Russell Road
Salinas, CA 93906**

April 6, 2016

**BID NUMBER 2015-16-1A
FACILITY SUPPLY SERVICES CONTRACT
MODULAR CLASSROOM BUILDINGS AND MODULAR
TOILET ROOM BUILDINGS AT VARIOUS SITES**

NOTICE IS HEREY GIVEN that the SANTA RITA UNION SCHOOL DISTRICT, SALINAS, in the COUNTY OF MONTEREY, CALIFORNIA will receive sealed proposals for construction and delivery of several variations of modular buildings

THE SCOPE OF THE PROJECT consists of providing several variations of modular buildings.

Scope of will include though not limited to:

1. Base buildings of various identified sizes
2. Pricing for numerous additional options
3. Division of the State of California Architect Approval for all buildings and options

Interested firms are invited to submit their bids in a sealed envelope enclosing two (2) bound copies of submittals of the requested materials to:

Ms. Nancy Torres Pfeiffer
Chief Business Officer
Santa Rita Union School District
57 Russell Road
Salinas, CA 93906
Telephone: (831) 443-7200

All responses are due by:
2:00 PM, April 29, 2016

FAX OR EMAIL RESPONSES WILL NOT BE ACCEPTED

For a FULL DOWNLABLE BID REQUIREMENTS PACKAGE, Access the Santa Rita Union School District web page at www.santaritaschools.org.

The district will be available for a non-mandatory walk through at 10 am; on April 15, 2016 at the Bolsa Knolls Middle School Site, 1031 Rogge Road, Salinas, CA 93906.

This is a request for Bids and is **not** an offer by the Santa Rita Union School District to contract with any party responding to this request. The Santa Rita Union School District reserves the right to reject all Bids and issue a new Request for Bids.

Nancy Pfeiffer, Chief Business Officer
Santa Rita Union School District

April 6, 13, 2016 (1160590)

DOCUMENT 00 01 10**TABLE OF CONTENTS - CONTRACT DOCUMENTS****PROCUREMENT AND CONTRACTING REQUIREMENTS**

| <u>Division 0</u> | <u>Section</u> | <u>Title</u> |
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| | 00 01 01 | Title Page |
| | 00 01 10 | Table of Contents (This Document) |
| | 00 01 15 | List of Drawings, Tables and Schedules |
| | 00 11 16 | Invitation to Bid |
| | 00 21 13 | Instructions to Bidders |
| | 00 41 13 | Bid Form |
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| | 00 43 36 | Designated Subcontractors List |
| | 00 45 19 | Noncollusion Affidavit |
| | 00 45 26 | Worker's Compensation Certification |
| | 00 45 50 | Prevailing Wage and Related Labor Requirements Certification |
| | 00 45 55 | Disabled Veteran's Business Enterprise Participation Certification |
| | 00 45 60 | Drug-Free Workplace Certification |
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| | 00 52 13 | Agreement |
| | 00 54 50 | Escrow of Bid Documentation |
| | 00 54 55 | Escrow Agreement for Security Deposits in Lieu of Retention |
| | 00 61 14 | Performance Bond |
| | 00 61 15 | Payment Bond (Contractor's Labor and Material Bond) |
| | 00 65 36 | Warranty and Guarantee Form |
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SPECIFICATIONS – GENERAL REQUIREMENTS

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| | |
|----------|---------------------------------------|
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| 01 35 45 | High Performance Design Specification |
| 01 35 46 | Modular Elevator Specification |

DRAWINGS/DIAGRAMS FOR BID FORM

SEE SECTION 00 01 15

END OF DOCUMENT

DOCUMENT 00 01 15**LIST OF DRAWINGS, TABLES AND SCHEDULES****DRAWINGS /DIAGRAMS FOR BID FORM**

| <u>Bid Item Number</u> | <u>Description</u> |
|------------------------|--|
| Item A | 24 x 40 Classroom |
| Item B | 36 x 40 Classroom |
| Item C | 48 x 40 Classroom |
| Item D | 12 x 40 Module |
| Item E | 30 x 32 Classroom |
| Item F | 10 x 32 Module |
| Item G | 24 x 60 Classroom |
| Item H | 12 x 60 Module |
| Item I | Steep Pitch 24 x 40 Classroom |
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| Item K | Steep Pitch 30 x 32 Classroom |
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| Item M | Two-Story 48 x 40 Classroom |
| Item N | Two-Story 12 x 40 Module |
| Item O | Two-Story Elevator Module |
| Item P | 12 x 40 Restroom A |
| Item Q | 12 x 40 Restroom B |
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| Item E-HP | High Performance 28 x 36 Classroom |
| Item F-HP | High Performance 14 x 36 Module |
| Item G-HP | High Performance Two-Story 56 x 36 Classroom |
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| Item 95-104, 232-241 | Casework |
| Item 108 & 244 | Teaching Wall |
| Item 109 & 245 | Science Work Station |
| Item 113 | Interior Unisex Toilet Room |
| Item 185 | Kitchen |

END OF DOCUMENT

DOCUMENT 00 11 16**INVITATION TO BID**

1. Notice is hereby given that the governing board ("Board") of the Santa Rita Union School District ("District" or "Owner") will receive sealed bids for the following project, Bid No. 2015-16-1A, Bid Package Contract ("Project" or "Contract"):

**Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room
Buildings at Various Sites**

2. Sealed Bids will be received until 2 p.m., April 29, 2016, at the District Office, located at 57 Russell Road, Salinas, California, at or after which time the bids will be opened and publicly read aloud. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Any bid that is submitted after this time shall be non-responsive and returned to the bidder.

3. The Project consists of:

Manufacture, Installation, and construction of prefabricated, modular, clear span buildings described in Title 2, Division 2, Chapter 2, Article 5, C.C.R., for purchase thereof including certain furnishings and equipment.

4. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
5. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

6. As security for its Bid, each bidder shall provide with its Bid form
 - a bid bond issued by an admitted surety insurer on the form provided by the District,
 - cash, or
 - a cashier's check or a certified check, drawn to the order of the Santa Rita School District, in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
7. The successful Bidder shall be required to furnish a 100 % Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.
8. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
9. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

10. The District and/or the California Department of Industrial Relations will be operating a labor compliance program on this Project pursuant to Labor Code section 1771, et seq.
11. Contract Documents are available on April 6, 2016, for review at the District Facilities Office.
12. Contract Documents are also available for purchase for One Hundred dollars (\$ 100) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
13. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:

The sum of the base bid amounts for Buildings A-HP, C-HP and E-HP only.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Santa Rita School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a furnishing modulars for the following contract ("Contract"):

**MODULAR CLASSROOM BUILDINGS AND MODULAR
TOILET ROOM BUILDINGS AT VARIOUS SITES**

2. District will receive sealed Bids from Bidders as stipulated in the Notice to Bidders.
3. Bidders must submit Bids on the Bid Form and Proposal and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Plans and specifications for modulars.
 - b. Bid Bond on the District's form, or other security.
 - c. Noncollusion Declaration.
 - d. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
6. If Bidder to whom Contract is awarded fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
7. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any Bid containing erasures, deletions, or illegible contents.
9. Bidders shall not modify the Bid Form and Proposal or qualify their Bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
10. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification Participation Forms are attached. Do not submit these forms with your Bid.
11. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of materials and/or thing to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
 - b. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal that it performed prior to bidding. Vendor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost, including all "incidental" costs.
12. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
13. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
14. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
15. All Bids must be sealed, and marked with name and address of the Bidder and the Contract Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.
 - a. Mark envelopes with the name of the Project.

- b. Bids must be submitted to the **Santa Rita Union School District, 57 Russell Road, Salinas, CA 93906. Attention: Nancy Pfeiffer, CBO**, by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
- 16. Bids will be opened at or after the time indicated for receipt of bids.
- 17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
- 18. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.
 - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
- 19. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 20. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations. .

21. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.
22. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
23. For the original three (3) year term of the Contract and any mutually agreed extensions pursuant to this bid, other school districts, community college districts, California State Universities and other Public Agencies within the State of California, may procure the identical Project item(s) at the same price and upon the same terms and conditions as set forth in the Contract pursuant to Public Contract Code sections 20118 and 20652.

END OF DOCUMENT

ADDITIONAL PUBLIC AGENCY LIST

Those entities able to participate in this contract are not limited to those listed below as per the conditions set forth in the State of California Public Contract Code.

ALAMEDA COUNTY

Office of the Alameda County Superintendent of Schools

Alameda City Unified School District

Albany City Unified School District

Berkeley Unified School District

Castro Valley Unified School District

Dublin Joint Unified School District

Emery Unified School District

Fremont Unified School District

Hayward Unified School District

Livermore Valley Joint Unified School District

Mountain House Elementary School District

New Haven Unified School District

Newark Unified School District

Oakland Unified School District

Piedmont City Unified School District

Pleasanton Unified School District

San Leandro Unified School District

San Lorenzo Unified School District

Sunol Glen Unified School District

ALPINE COUNTY

Office of the Alpine County Superintendent of Schools

Alpine County Unified School District

AMADOR COUNTY

Office of the Amador County Superintendent of Schools

Amador County Unified School District

BUTTE COUNTY

Office of the Butte County Superintendent of Schools

Bangor Union Elementary School District

Biggs Unified School District

Chico Unified School District

Durham Unified School District

Feather Falls Union Elementary School District

Golden Feather Union Elementary School District

Gridley Unified School District

Manzanita Elementary School District

Oroville City Elementary School District

Oroville Union High School District

Palermo Union School District

Paradise Unified School District

Pioneer Union Elementary School District

Thermalito Union School District

CALAVERAS COUNTY

Office of the Calaveras County Superintendent of Schools

Bret Harte Union High School District

Calaveras Unified School District

Mark Twain Union Elementary School District

Vallecito Union Elementary School District

COLUSA COUNTY

Office of the Colusa County Superintendent of Schools

Colusa Unified School District

Maxwell Unified School District

Pierce Joint Unified School District

Williams Unified School District

CONTRA COSTA COUNTY

Office of the Contra Costa County Superintendent of Schools

Acalanes Union High School District

Antioch Unified School District

Brentwood Union School District

Byron Union Elementary School District

Canyon Elementary School District

John Swett Unified School District

Knightsen Elementary School District

Lafayette Elementary School District

Liberty Union High School District

Martinez Unified School District

Moraga Elementary School District

Mt. Diablo Unified School District

Oakley Union Elementary School District

Orinda Union Elementary School District

Pittsburg Unified School District

San Ramon Valley Unified School District

Walnut Creek Elementary School District

West Contra Costa Unified School District

DEL NORTE COUNTY

Office of the Del Norte County Superintendent of Schools

Del Norte County Unified School District

EL DORADO COUNTY

Office of the El Dorado County Superintendent of Schools

Black Oak Mine Unified School District

Buckeye Union Elementary School District

Camino Union Elementary School District

El Dorado Union High School District

Gold Oak Union School District

Gold Trail Union School District

Indian Diggings Elementary School District

Lake Tahoe Unified School District

LaTrobe School District

Mother Lode Union Elementary School District

Pioneer Union Elementary School District

Placerville Union Elementary School District

Pollock Pines Elementary School District

Rescue Union Elementary School District

Silver Fork Elementary School District

FRESNO COUNTY

Office of the Fresno County Superintendent of Schools

Alvina Elementary School District

American Union Elementary School District

Big Creek Elementary School District

Burrell Union Elementary School District

Caruthers Union Elementary School District

Caruthers Union High School District

Central Unified School District

Clay Joint Elementary School District

Clovis Joint Unified School District

Coalinga/Huron Joint Unified School District

Firebaugh-Las Deltas unified School District

Fowler Unified School District

Fresno Unified School District

Golden Plains Unified School District

Kerman Unified School District

Kings Canyon Joint Unified School District

Kingsburg Joint Union Elementary

Kingsburg Elementary Community Charter School District

Kingsburg Joint Union High School District

Laton Joint Unified School District

Mendota Unified School District

Monroe Elementary School District

Orange Center Unified School District

Pacific Union Elementary School District

Parlier Unified School District

Pine Ridge Elementary School District

Raisin City Elementary School District

Riverdale Joint Unified School District

Sanger Unified School District

Selma Unified School District

Sierra Unified School District

Washington Colony Elementary School District

Washington Union High School District

West Fresno Elementary School District

West Park Elementary School District

Westside Elementary School District

GLENN COUNTY

Office of the Glenn County Superintendent of Schools

Capay Joint Union Elementary School District

Hamilton Union Elementary School District

Hamilton Union High School District

Lake Elementary School District

Orland Joint Unified School District

Plaza Elementary School District

Princeton Joint Unified School District

Stony Creek Joint Unified School District

Willows Unified School District

HUMBOLDT COUNTY

Office of the Humboldt County of Superintendent of Schools

Arcata Elementary School District

Big Lagoon Union Elementary School District

Blue Lake Union Elementary School District

Bridgeville Elementary School District

Cuddeback Union Elementary School District

Cutten Elementary School District

Eureka City Schools

Ferndale Unified School District

Fieldbrook Elementary School District

Fortuna Union Elementary School District

Fortuna Union High School District

Freshwater Elementary School District

Garfield Elementary School District

Green Point Elementary School District

Hydesville Elementary School district

Jacoby Creek Elementary School District

Klamath Trinity Joint Unified School District

Kneeland Elementary School District

Loleta Union Elementary School District

Maple Creek Elementary School District

Mattole Unified School District

McKinleyville Union Elementary School District

Northern Humboldt Union High School District

Orick Elementary School District

Pacific Union Elementary School District

Peninsula Union Elementary School District

Rio Del Elementary School District

Rohnerville Elementary School District

Scotia Union Elementary School District
 South Bay Union Elementary School District
 Southern Humboldt Joint Unified School District
 Trinidad Union Elementary School District

IMPERIAL COUNTY

Office of the Imperial County Superintendent of Schools

Brawley Elementary School District
 Brawley Union High School District
 Calexico Unified School District
 Calipatria Unified School District
 Central Union High School District
 El Centro Elementary School District
 Herber Elementary School District
 Holtville Unified School District
 Imperial Unified School District
 Magnolia Union Elementary School District
 McCabe Union Elementary School District
 Meadows Union Elementary School District
 Mulberry Elementary School District
 San Pasqual Valley Unified School District
 Seeley Union Elementary School District
 Westmorland Union Elementary School District

INYO COUNTY

Office of the Inyo County Superintendent of Schools
 Big Pine Unified School District
 Bishop Union Elementary School District
 Bishop Joint Union High School District
 Death Valley Unified School District
 Lone Pine Unified School District
 Owens Valley Unified School District
 Round Valley Joint Elementary School District

KERN COUNTY

Office of the Kern County Superintendent of Schools
 Arvin Union Elementary School District
 Bakersfield City Elementary School District
 Beardsley Elementary School District
 Belridge Elementary School District
 Blake Elementary School District
 Buttonwillow Union Elementary School District
 Caliente Union Elementary School District
 Delano Joint Union High School District
 Delano Union Elementary School District
 Di Giorgio Elementary School District
 Edison Elementary School District
 El Tejon Elementary School District
 Elk Hills Elementary School District
 Fairfax Elementary School district
 Fruitvale Elementary School District

General Shafter Elementary School District
 Greenfield Union
 Kern High School District
 Kernville Union Elementary School District
 Lakeside Union Elementary School District
 Lamont Elementary School District
 Linns Valley-Paso Flat Union Elementary School District
 Lost Hills Union Elementary School District
 Maple Elementary School District
 Maricopa Unified School District
 McFarland Unified School District
 McKittrick Elementary School District
 Midway Elementary School District
 Mojave Unified School District
 Muroc Joint Unified School District
 Norris School District
 Panama-Buena Vista Union School District
 Pond Union Elementary School District
 Richland-Lerdo Elementary School District
 Rio Bravo-Greeley Union Elementary School District
 Rosedale Union Elementary School District
 Semtropic Elementary School District
 Sierra Sands Unified School District
 South Fork Union Elementary School District
 Southern Kern Unified School District
 Standard Elementary School District
 Taft City Elementary School District
 Taft Union High School District
 Tehachapi Unified School District
 Vineland Elementary School District
 Wasco Union Elementary School District
 Wasco Union High School District

KINGS COUNTY

Office of the Kings County Superintendent of Schools
 Armona Union Elementary School District
 Central Union Elementary School District
 Corcoran Joint Unified School District
 Delta View Joint Union Elementary School District
 Hanford Elementary School District
 Hanford Joint Union High School District
 Island Union Elementary School District
 Kings River-Hardwick Union Elementary School District
 Kit Carson Union School District
 Lakeside Union Elementary School District
 Lemoore Union Elementary School District
 Lemoore Union High School District
 Pioneer Union Elementary School District
 Reef-Sunset Unified School District

LAKE COUNTY

Office of the Lake County Superintendent of Schools
 Kelseyville Unified School District
 Konocti Unified School District
 Lakeport Unified School District
 Lucerne Elementary School District
 Middleton Unified School District
 Upper Lake Union Elementary School District
 Upper Lake Union High School District

LASSEN COUNTY

Office of the Lassen County Superintendent of Schools
 Big Valley Joint Unified School District
 Fort Sage Unified School District
 Janesville Union Elementary School District
 Johnstonville Elementary School District
 Lassen Union High School District
 Ravendale-Termo Elementary School District
 Richmond Elementary School District
 Shaffer Union School District
 Susanville School District
 Westwood Unified School District

LOS ANGELES COUNTY

Office of the Los Angeles County Superintendent of Schools
 A.B.C. Unified School District
 Acton-Agua Dulce Unified School District
 Alhambra City Elementary School District
 Alhambra City High School District
 Antelope Valley Union High School District
 Arcadia Unified School District
 Azusa Unified School District
 Baldwin Park Unified School District
 Bassett Unified School District
 Bellflower Unified School District
 Beverly Hills Unified School District
 Bonita Unified School District
 Burbank Unified School District
 Castaic Union School District
 Centinela Valley Union High School District
 Charter Oak Unified School District
 Claremont Unified School District
 Compton Unified School District
 Covina-Valley Unified School District
 Culver City Unified School District
 Downey Unified School District
 Duarte Unified School District
 East Whittier City Elementary School District
 Eastside Union School District
 El Monte City School District

El Monte Union High School District
 El Rancho Unified School District
 El Segundo Unified School District
 Garvey Elementary School District
 Glendora Unified School District
 Glendale Unified School District
 Gorman Elementary School District
 Hacienda La Puente Unified School District
 Hawthorne School District
 Hermosa Beach City Elementary School District
 Hughes-Elizabeth Lakes Union Elementary School District
 Inglewood Unified School District
 Keppel Union Elementary School District
 La Canada Unified School District
 Lancaster Elementary School District
 Las Virgenes Unified School District
 Lawndale Elementary School District
 Lennox Elementary School District
 Little Lake City Elementary School District
 Long Beach Unified School District
 Los Angeles Unified School District
 Los Nietos Elementary School District
 Lowell Joint Elementary School District
 Lynwood Unified School District
 Manhattan Beach Unified School District
 Monrovia Unified School District
 Montebello Unified School District
 Mountain View Elementary School District
 Newhall Elementary School District
 Norwalk-La Mirada Unified School District
 Palmdale Elementary School District
 Palos Verdes Peninsula Unified School District
 Paramount Unified School District
 Pasadena Unified School District
 Pomona Unified School District
 Redondo Beach Unified School District
 Rosemead Elementary School District
 Rowland Unified School District
 San Gabriel Unified School District
 San Marino Unified School District
 Santa Monica-Malibu Unified School District
 Saugus Union Elementary School District
 South Bay Union High School District
 South Pasadena Unified School District
 South Whittier Elementary School District
 Sulphur Springs Union Elementary School District
 Temple City Unified School District
 Torrance Unified School District
 Valle Lindo Elementary School District
 Walnut Valley Unified School District
 West Covina Unified School District

Westside Union Elementary School District
 Whittier City School District
 Whittier Union High School District
 William S Hart Union High School District
 Wilsona Unified School District
 Wiseburn Elementary School District

MADERA COUNTY

Office of the Madera County Superintendent of Schools

Alview-Dairyland Union Elementary School District
 Bass Lake Joint Union Elementary School District
 Chawanakee Joint Elementary School District
 Chowchilla Union Elementary School District
 Chowchilla Union High School District
 Coarsegold Union Elementary School District
 Madera Unified School District
 Minarets Joint Union High School District
 Raymond-Knowles Union Elementary School District
 Yosemite Union High School District

MARIN COUNTY

Office of the Marin County Superintendent of Schools

Bolinas-Stinson Union Elementary School District
 Dixie Elementary School District
 Kentfield Elementary School District
 Laguna Joint Elementary School District
 Lagunitas Elementary School District
 Larkspur Elementary School District
 Lincoln Elementary School District
 Mill Valley Elementary School District
 Nicasio Elementary School District
 Navato Unified School District
 Reed Union Elementary School District
 Ross Elementary School District
 Ross Valley School District
 San Rafael City Elementary School District
 San Rafael City High School District
 Sausalito Elementary School District
 Shoreline Unified School District
 Tamalpais Union High School District
 Union Joint Elementary School District

MARIPOSA COUNTY

Office of the Mariposa County Superintendent of Schools
 Mariposa County Unified School District

MENDOCINO COUNTY

Office of the Mendocino County Superintendent of Schools

Anderson Valley Unified School District
 Arena Union Elementary School District
 Fort Bragg Unified School District
 Laytonville Unified School District
 Leggett Valley Unified School District
 Manchester Union Elementary School District
 Mendocino Unified School District
 Point Arena Joint Union High School District
 Potter Valley Community Unified School District
 Round Valley Unified School District
 Ukiah Unified School District
 Willits Unified School District

MERCED COUNTY

Office of the Merced County Superintendent of Schools

Atwater Elementary School District
 Ballico-Cressey Elementary School District
 Delhi Unified School District
 Dos Palos Oro-Loma Joint Unified School District
 El Nido Elementary School District
 Gustine Unified School District
 Hilmar Unified School District
 Le Grand Union Elementary School District
 Le Grand Union High School District
 Livingston Union School District
 Los Banos Unified School District
 McSwain Union Elementary School District
 Merced City Elementary School District
 Merced River Union Elementary School District
 Merced union School District
 Plainsburg Elementary School District
 Planada Elementary School District
 Snelling-Merced Falls Union Elementary School District
 Weaver Union Elementary School District
 Winton Elementary School District

MODOC COUNTY

Office of the Modoc County Superintendent of Schools

Modoc Joint Unified School District
 Surprise Valley Joint Unified School District
 Tulelake Basin Joint Unified School District

MONO COUNTY

Office of the Mono County Superintendent of Schools
 Eastern Sierra Unified School District
 Mammoth Unified School District

MONTEREY COUNTY

Office of the Monterey County Superintendent of Schools

Alisal Union Elementary School District
 Bradley Union Elementary School District
 Carmel Unified School District
 Chualar Union Elementary School District
 Gonzales Unified School District
 Graves Elementary School District
 Greenfield Union Elementary School District
 King City Joint Union High School District
 King City Union Elementary School District
 Lagunita Elementary School District
 Mission Union Elementary School District
 Monterey Peninsula Unified School District
 North Monterey County Unified School District
 Pacific Grove Unified School district
 Pacific Unified School District
 Salinas City Elementary School District
 Salinas Union High School District
 San Antonio Union Elementary School District
 San Ardo Union Elementary School District
 San Lucas Union Elementary School district
 Santa Rita Union School District
 Soledad Unified School District
 Spreckles Union Elementary School district
 Washington Union Elementary School District

NAPA COUNTY

Office of the Napa County Superintendent of Schools
 Calistoga Joint Unified School District
 Howell Mountain Elementary School District
 Napa Valley unified School District
 Pope Valley Union School District
 St. Helena unified School District

NEVADA COUNTY

Office of the Nevada County Superintendent of Schools
 Chicago Park Elementary School District
 Clear Creek Elementary School District
 Grass Valley Elementary School District
 Nevada City School District
 Nevada Joint Union High School District
 Pleasant Ridge Union Elementary School District
 Pleasant Valley Elementary School District
 Ready Springs Union School district
 Twin Ridges Elementary School District
 Union Hill Elementary School District

ORANGE COUNTY

Office of the Orange County Superintendent of Schools

Anaheim Union High School District
 Brea-Olinda Unified School District
 Buena Park Elementary School District
 Capistrano Unified School District
 Centralia Elementary School District
 Cypress Elementary School District
 Fountain Valley Elementary School District
 Fullerton Elementary School District
 Fullerton Joint Union High School District
 Garden Grove Unified School District
 Huntington Beach City Elementary School District
 Huntington Beach Union High School District
 Irvine Unified School District
 La Habra City Elementary School District
 Laguna Beach Unified School District
 Los Alamitos unified School District
 Magnolia Elementary School District
 Newport-Mesa Unified School District
 Orange Unified School District
 Orange View Elementary School District
 Placentia – Yorba Linda Unified School District
 Saddleback Valley Unified School District
 Santa Ana Unified School District
 Savanna Elementary School District
 Tustin Unified School District
 Westminster Elementary School District

PLACER COUNTY

Office of the Placer County Superintendent of Schools
 Ackerman Elementary School District
 Alta-Dutch Flat Union Elementary School District
 Auburn Union Elementary School District
 Colfax Elementary School District
 Dry Creek Joint Elementary School District
 Emigrant Gap Elementary School District
 Eureka Union Elementary School District
 Foresthill Union Elementary School District
 Loomis Union Elementary School District
 Newcastle Elementary School District
 Ophir Elementary School District
 Penryn Elementary School District
 Placer Hills Union Elementary School District
 Placer Union High School District
 Rocklin Unified School District
 Roseville City Elementary School District
 Roseville Joint Union School District
 Tahoe-Truckee Unified School District
 Western Placer Unified School District

PLUMAS COUNTY

Office of the Plumas County Superintendent of Schools
Plumas Unified School District

RIVERSIDE COUNTY

Office of the Riverside County Superintendent of Schools

Alvord Unified School District
Banning Unified School District
Beaumont Unified School District
Coachella Valley Unified School District
Corona-Norco Unified School District
Desert Center Unified School District
Desert Sands Unified School District
Hemet Unified School District
Jurupa Unified School District
Lake Elsinore Unified School District
Menifee Union Elementary School District
Moreno Valley Unified School District
Murrieta Valley Unified School District
Nuview Union School District
Palm Springs Unified School District
Palo Verde Unified School District
Perris Elementary School District
Perris Union High School District
Riverside Unified School District
Romoland Elementary School District
San Jacinto Unified School District
Temecula Valley Unified School District
Val Verde Unified School District

SACRAMENTO COUNTY

Office of the Sacramento County Superintendent of Schools

Arcohe Union Elementary School District
Center Unified School District
Elk Grove Unified School District
Elverta Joint Elementary School District
Folsom-Cordova Unified School District
Galt Joint Union Elementary School District
Grant Joint Union High School District
Natomas Union Elementary School District
River Delta Unified School District
Robla Elementary School District
Sacramento City Unified School District
San Juan Unified School District
Twin Rivers Unified School District

SAN BENITO COUNTY

Office of the San Benito County Superintendent of Schools

Aromas-San Juan Unified School District
Bitterwater-Tully Union Elementary School District
Cienega Union Elementary School District
Hollister Elementary School District
Jefferson Elementary School District
North County Joint Union Elementary School District
Panoche Elementary School District
San Benito High School District
Southside Elementary School District
Tres Pinos Union Elementary School District
Willow Grove Union Elementary School District

SAN BERNARDINO COUNTY

Office of the San Bernardino County Superintendent of Schools

Adelanto Elementary School District
Alta Loma Elementary School District
Apple Valley Unified School District
Baker Valley Unified School District
Barstow Unified School District
Bear Valley Unified School District
Central Elementary School District
Chaffey Joint Unified School District
Chino Valley Unified School District
Colton Joint Unified School District
Cucamonga Elementary School District
Etiwanda Elementary School District
Fontana Unified School District
Helendale School District
Hesperia Unified School District
Lucerne Valley Unified School District
Morongo Unified School District
Mt. Baldy Joint Elementary School District
Mountain View Elementary School District
Needles unified School District
Ontario-Montclair Elementary School District
Oro Grande Elementary School District
Redlands unified School District
Rialto Unified School District
Rim of the World Unified School District
San Bernardino City Unified School District
Silver Valley Unified School District
Snowline Joint Unified School District
Trona Joint Unified School District
Upland Unified School District
Victor Elementary School District
Victor Valley Union High School District
Yucaipa-Calimesa Joint Unified School District

SAN DIEGO COUNTY

Office of the San Diego County Superintendent of Schools

Alpine Union School District
 Bonsall Union Elementary School District
 Borrego Springs Unified School District
 Cajon Valley Union Elementary School District
 Cardiff Elementary School District
 Carlsbad Unified School District
 Chula Vista Elementary School District
 Coronado Unified School District
 Dehesa School District
 Del Mar Union School District
 Encinitas Union Elementary School District
 Escondido Union Elementary School District
 Escondido Union High School District
 Fallbrook Union Elementary School District
 Fallbrook Union High School District
 Grossmont Union High School District
 Jamul-Dulzura Union Elementary School District
 Julian Union Elementary School District
 Julian Union High School District
 La Mesa-Spring Valley School District
 Lakeside Union Elementary School District
 Lemon Grove Elementary School District
 Mountain Empire Unified School District
 National School District
 Oceanside Unified School District
 Pauma Elementary School District
 Poway Unified School District
 Ramona Unified School District
 Rancho Santa Fe Elementary School District
 San Diego City Unified School District
 San Dieguito Union High School District
 San Marcos Unified School District
 San Pasqual Union School District
 San Ysidro Elementary School District
 Santee Elementary School District
 Solana Beach Elementary School District
 South Bay Union Elementary School District
 Spencer Valley Elementary School District
 Sweetwater Union High School District
 Vallecitos School District
 Valley Center Union Elementary School District
 Vista Unified School District
 Warner Unified School District

SAN FRANCISCO COUNTY

Office of the San Francisco County Superintendent of Schools

San Francisco Unified School District

SAN JOAQUIN COUNTY

Office of the San Joaquin County Superintendent of Schools

Banta Elementary School District
 Delta Island Union Elementary School District
 Escalon Unified School District
 Holt Union Elementary School District
 Jefferson Elementary School District
 Lammersville Elementary School District
 Lincoln Unified School District
 Linden Unified School District
 Manteca Unified School District
 New Hope Elementary School District
 New Jerusalem Elementary School District
 Oak View Elementary School District
 Ripon Unified School District
 Stockton Unified School District
 Tracy Joint Unified School District

SAN LUIS OBISPO COUNTY

Office of the San Luis Obispo County Superintendent of Schools

Atascadero unified School District
 Cayucos Elementary School District
 Coast Unified School District
 Lucia Mar Unified School District
 Paso Robles Joint Unified School District
 Pleasant Valley Joint Union Elementary School District
 San Luis Coastal Unified School District
 San Miguel Joint Union Elementary School District
 Shandon Joint Unified School District
 Templeton Unified School District

SAN MATEO COUNTY

Office of the San Mateo County Superintendent of Schools

Bayshore Elementary School District
 Belmont-Redwood Shores School District
 Brisbane Elementary School District
 Burlingame Elementary School District
 Cabrillo Unified School District
 Hillsborough City School District
 Jefferson Elementary School District
 Jefferson Union High School District
 Laguna Salada Union Elementary School District
 La Honda-Pescadero Unified school District
 Las Lomas Elementary School District
 Menlo Park City Elementary School District
 Millbrae Elementary School District
 Portola Valley Elementary School District
 Ravenswood City Elementary School District

Redwood City Elementary School District
 San Bruno Park Elementary School District
 San Carlos Elementary School District
 San Mateo Union High School District
 Sequoia Union High School District
 South San Francisco Unified School District
 Woodside Elementary School District

SANTA BARBARA COUNTY

Office of the Santa Barbara County Superintendent of Schools

Ballard Elementary School District
 Blochman Union Elementary School District
 Buellton Union Elementary School District
 Carpinteria Unified School District
 Casmalia Elementary School District
 Cold Springs Elementary School District
 College Elementary School District
 Cuyama Joint Unified School District
 Goleta Union Elementary School District
 Guadalupe Union Elementary School District
 Hope Elementary School District
 Lompoc Unified School District
 Los Alamos Elementary School District
 Los Olivos Elementary School District
 Montecito Union Elementary School District
 Orcutt Union Elementary School District
 Santa Barbara Elementary School District
 Santa Barbara High School District
 Santa Maria-Bonita School District
 Santa Maria Joint Union High School District
 Santa Ynez Valley Union High School District
 Solvang Elementary School District
 Vista Del Mar Union Elementary School District

SANTA CLARA COUNTY

Office of the Santa Clara County Superintendent of Schools

Alum Rock Union Elementary School District
 Berryessa Union Elementary School District
 Cambrian Elementary School District
 Campbell Union Elementary School District
 Campbell Union High School District
 Cupertino Union School District
 East Side Union High School District
 Evergreen Elementary School District
 Franklin-McKinley Elementary School District
 Fremont Union High School District
 Gilroy Unified School District
 Lakeside Joint Unified School District
 Loma Prieta Joint Union Elementary School District
 Los Altos Elementary School District

Los Gatos-Saratoga Joint Unified School District
 Los Gatos Union Elementary School District
 Luther Burbank School District
 Milpitas Unified School District
 Montebello Elementary School District
 Moreland Elementary School District
 Morgan Hill Unified School District
 Mt. Pleasant Elementary School District
 Mountain View Elementary School District
 Mountain View – Los Altos Union High School District
 Oak Grove Elementary School District
 Orchard School District
 Palo Alto Unified School District
 San Jose Unified School District
 Santa Clara Unified School District
 Saratoga Union Elementary School District
 Sunnyvale Elementary School District
 Union Elementary School District
 Whisman Elementary School District

SANTA CRUZ COUNTY

Office of the Santa Cruz County Superintendent of Schools

Bonny Doon Union Elementary School District
 Happy Valley Elementary School District
 Live Oak Elementary School District
 Mountain Elementary School District
 Pacific Elementary School District
 Pajaro Valley Unified School District
 San Lorenzo Valley Unified School District
 Santa Cruz City Elementary School District
 Santa Cruz City High School District
 Scotts Valley Unified School District
 Soquel Union Elementary School District

SHASTA COUNTY

Office of the Shasta County Superintendent of Schools

Anderson Union High School District
 Bella Vista Elementary School District
 Black Butte Union Elementary School District
 Cascade Union Elementary School District
 Castle Rock Union Elementary School District
 Columbia Elementary School District
 Cottonwood Union Elementary School District
 Enterprise Elementary School District
 Fall River Joint Union School District
 French Gulch – Whiskeytown Elementary School District
 Gateway Unified School District
 Grant Elementary School District

Happy Valley Union Elementary School District
 Igo, Ono, Platina Union Elementary School District
 Indian Springs Elementary School District
 Junction Elementary School District
 Millville Elementary School District
 Mountain Union Elementary School District
 North Cow Creek Elementary School District
 Oak Run Elementary School District
 Pacheco Union Elementary School District
 Redding Elementary School District
 Shasta Union Elementary School District
 Shasta Union High School District
 Whitmore Union Elementary School District

SIERRA COUNTY

Office of the Sierra County Superintendent of
 Schools
 Sierra-Plumas Joint Unified School District

SISKIYOU COUNTY

Office of the Siskiyou County Superintendent of
 Schools
 Big Springs Union Elementary School District
 Bogus Elementary School District
 Butte Valley Unified School District
 Butteville Union Elementary School District
 Delphic Elementary School District
 Dunsmuir Elementary School District
 Dunsmuir Joint Union High School District
 Etna Union Elementary School District
 Etna Union High School District
 Forks of Salmon Elementary School District
 Fort Jones Union Elementary School District
 Gazelle Union Elementary School District
 Grenada Elementary School District
 Happy Camp Union Elementary School District
 Hornbrook Elementary School District
 Junction Elementary School District
 Klamath River Union Elementary School District
 Little Shasta Elementary School District
 McCloud Union Elementary School District
 Montaque Elementary School District
 Mt Shasta Union School District
 Quartz Valley Elementary School District
 Sawyers Bar Elementary School District
 Seiad Elementary School District
 Siskiyou Union High School District
 Weed Union Elementary School District
 Willow Creek Elementary School District
 Yreka Union Elementary School District
 Yreka Union High School District

SOLANO COUNTY

Office of the Solano County Superintendent of
 Schools
 Benicia Unified School District
 Dixon Unified School District
 Fairfield-Suisun Unified School District
 Travis Unified School District
 Vacaville Unified School District
 Vallejo City Unified School District

SONOMA COUNTY

Office of the Sonoma County Superintendent of
 Schools
 Alexander Valley Union Elementary School District
 Bellevue Union Elementary School District
 Bennett Valley Union Elementary School District
 Cinnabar Elementary School District
 Cloverdale Unified School District
 Cotati-Rohnert Park Unified School District
 Dunham Elementary School District
 Forestville Union Elementary School District
 Fort Ross Elementary School District
 Geyserville Unified School District
 Gravenstein Union Elementary School District
 Guerneville Elementary School District
 Harmony Union School District
 Healdsburg Unified School District
 Horicon Elementary School District
 Kashia Elementary School District
 Kenwood Elementary School District
 Liberty Elementary School District
 Mark West Union School District
 Monte Rio Union Elementary School District
 Montgomery Elementary School District
 Oak Grove Union Elementary School District
 Old Adobe Union Elementary School District
 Petaluma City Elementary School District
 Petaluma Joint Union High School District
 Piner-Olivet Union Elementary School District
 Rincon Valley union Elementary School District
 Roseland Elementary School District
 Santa Rosa Elementary School District (City of)
 Santa Rosa High School District (City of)
 Sebastopol Union Elementary School District
 Sonoma Valley unified School District
 Twin Hills Union Elementary School District
 Two Rock Union Elementary School District
 Waugh Elementary School District
 West Side Union School District
 West Sonoma County Union High School District
 Wilmar Union Elementary School District
 Windsor School District

Wright Elementary School District

STANISLAUS COUNTY

Office of the Stanislaus County Superintendent of Schools

Ceres Unified School District

Chatom Union Elementary School District

Denair Unified School District

Empire Union School District

Gratton Elementary School District

Hart-Ransom Union Elementary School District

Hickman Elementary School District

Hughson Unified School District

Keyes Union School District

Knights Ferry Elementary School District

La Grange Elementary School District

Modesto City Elementary School District

Modesto City High School District

Newman-Crows Landing Unified School District

Oakdale Joint Unified School District

Paradise Elementary School District

Patterson Joint Unified School District

Riverbank Unified School District

Roberts Ferry Union Elementary School District

Salida Union School District

Shiloh Elementary School District

Stanislaus Union Elementary School District

Sylvan Union Elementary School District

Turlock Unified School District

Valley Home Joint Elementary School District

Waterford Elementary School District

SUTTER COUNTY

Office of the Sutter County Superintendent of Schools

Brittan Elementary School District

Browns Elementary School District

East Nicolaus Joint Union High School District

Franklin Elementary School District

Live Oak Unified School District

Marcum-Illinois Union Elementary School District

Meridian Elementary School District

Nuestro Elementary School District

Pleasant Grove Joint Union Elementary School District

Sutter Union High School District

Winship Elementary School District

Yuba City Unified School District

TEHAMA COUNTY

Office of the Tehama County Superintendent of Schools

Antelope Elementary School District

Bend Elementary School District

Corning Union Elementary School District

Corning Union High School District

Elkins Elementary School District

Evergreen Union Elementary School District

Flournoy Union Elementary School District

Gerber Union Elementary School District

Kirkwood Elementary School District

Lassen View Union Elementary School District

Los Molinos Unified School District

Manton Joint Union School District

Mineral Elementary School District

Plum Valley Elementary School District

Red Bluff Union Elementary School District

Red Bluff Joint Union High School District

Reeds Creek Elementary School District

Richfield Elementary School District

TRINITY COUNTY

Office of the Trinity County Superintendent of Schools

Burnt Ranch Elementary School District

Coffee Creek Elementary School District

Cox Bar Elementary School District

Douglas City Elementary School District

Junction City Elementary School District

Lewiston Elementary School District

Mountain Valley Unified School District

Southern Trinity Joint Unified School District

Trinity Center Elementary School District

Trinity Union High School District

Weaverville Elementary School District

TULARE COUNTY

Office of the Tulare County Superintendent of Schools

Allensworth Elementary School District

Alpaugh Unified School District

Alta Vista Elementary School District

Buena Vista Elementary School District

Burton School District

Citrus South Tule Elementary School District

Columbine Elementary School District

Cutler-Orosi Unified School District

Dinuba Unified School District

Ducor Union Elementary School District

Earlimart Elementary School District

Exeter Union Elementary School District

Exeter Union High School District

Farmersville Unified School District

Hope Elementary School District

Hot Springs Elementary School District
 Kings River Union Elementary School District
 Liberty Elementary School District
 Lindsay Unified School District
 Monson-Sultana Joint Union High School District
 Oak Valley Union Elementary School District
 Outside Creek Elementary School District
 Palo Verde Union Elementary School District
 Pixley Union Elementary School District
 Pleasant View Elementary School District
 Porterville Unified School District
 Richgrove Elementary School District
 Rockford Elementary School District
 Saucelito Elementary School District
 Sequoia Union Elementary School District
 Springville Union Elementary School District
 Stone Corral Elementary School District
 Strathmore Union Elementary School District
 Strathmore Union High School District
 Sundale Union Elementary School District
 Sunnyside Union Elementary School District
 Terra Bella Union Elementary School District
 Three Rivers Union Elementary School District
 Tipton Elementary School District
 Traver Joint Elementary School District
 Tulare City Elementary School District
 Tulare Joint Union High School District
 Visalia Unified School District
 Waukena Joint Union Elementary School District
 Woodlake Union Elementary School District
 Woodlake Union High School District
 Woodville Elementary School District

TUOLUMNE COUNTY

Office of the Tuolumne County Superintendent of Schools
 Bellevue Elementary School District
 Big Oak Flat-Groveland Unified School District
 Chinese Camp Elementary School District
 Columbia Union School District
 Curtis Creek Elementary School District
 Jamestown Elementary School District
 Sonora School District
 Sonora Union High School District
 Soulsbyville Elementary School District
 Summerville Union High School District
 Twain Harte-Long Barn Union School District

VENTURA COUNTY

Office of the Ventura County Superintendent of Schools
 Briggs Elementary School District

Conejo Valley Unified School District
 Fillmore Unified School District
 Hueneme Elementary School District
 Mesa Union Elementary School District
 Moorpark Unified School District
 Mupu Elementary School District
 Oak Park Unified School District
 Ocean View Elementary School District
 Ojai Unified School District
 Oxnard Union High School District
 Pleasant Valley School District
 Rio Elementary School District
 Santa Clara Elementary School District
 Santa Paula Elementary School District
 Santa Paula Union High School District
 Simi Valley Unified School District
 Somis Union Elementary School District
 Ventura Unified School District

YOLO COUNTY

Office of the Yolo County Superintendent of Schools
 Davis Joint Unified School District
 Esparto Unified School District
 Washington Unified School District
 Winters Joint Unified School District
 Woodland Joint Unified School District

YUBA COUNTY

Office of the Yuba County Superintendent of Schools
 Camptonville Elementary School District
 Marysville Joint Unified School District
 Plumas Elementary School District
 Wheatland Elementary School District
 Wheatland Union High School District

CALIFORNIA STATE UNIVERSITIES

California State University, Bakersfield
 California State University, Chico
 California State University, Dominguez Hills
 California State University, Fresno
 California State University, Fullerton
 California State University, Hayward
 Humboldt State University
 California State University, Long Beach
 California State University, Los Angeles
 California Maritime Academy
 California State University, Monterey Bay
 California State University, Northridge
 California State Polytechnic University, Pomona
 California State University, Sacramento
 California State University, San Bernardino
 San Diego State University

San Francisco State University
 San Jose State University
 California Polytechnic State University, San Luis Obispo
 California State University, San Marcos
 Sonoma State University
 California State University, Stanislaus

CALIFORNIA COMMUNITY COLLEGES

Allan Hancock Joint Community College
 Antelope Valley Community College
 Barstow Community College
 Butte Community College
 Cabrillo Community College
 Cerritos Community College
 Chabot-Las Positas Community College
 Chaffey Community College
 Citrus Community College
 City College of San Francisco
 Coast Community College
 College of Marin
 College of the Sequoias
 Compton Community College
 Contra Costa Community College
 Desert Community College
 El Camino Community College
 Feather River Community College
 Foothill-De Anza Community College
 Fremont-Newark Community College
 Gavilan Joint Community College
 Glendale Community College
 Grossmont-Coyamaca Community College
 Hartnell Community College
 Imperial Community College
 Kern Community College
 Lake Tahoe Community College
 Lassen Community College
 Long Beach Community College
 Los Angeles Community College
 Los Rios Community College

Mt. San Antonio Community College
 Mt. San Jacinto Community College
 Mendocino-Lake Community College
 Merced Community College
 Miracosta Community College
 Monterey Peninsula Community College
 Napa Valley Community College
 North Orange County Community College
 Palo Verde Community College
 Palomar College
 Pasadena Area Community College
 Peralta Community College
 Rancho Santiago Community College
 Redwoods Community College
 Rio Hondo Community College
 Riverside Community College
 Saddeback Community College
 San Bernardino Community College District
 San Diego Community College
 San Francisco Community College
 San Jose/Evergreen Community College
 San Joaquin Delta Community College
 San Luis Obispo County Community College
 San Mateo County Community College
 Santa Barbara Community College
 Santa Clarita Community College
 Santa Monica Community College
 Shasta-Tehama-Trinity Joint Community College
 Sierra Joint Community College
 Siskiyou Joint Community College
 Solano County Community College
 Sonoma County Community College
 Southwestern Community College
 State Center Community College
 Ventura County Community College
 Victor Valley Community College
 West Hills Community College
 West Valley-Mission Community College
 Yosemite Community College
 Yuba Community College

NOTE: Modifications may be required for specific regional locations and or/public agencies.

These items may include but not limited to: wind loading, heating, ventilating, cooling, roof loading, and applicable code requirements regarding public agencies.

END OF DOCUMENT

DOCUMENT 00 41 13
BID FORM AND PROPOSAL

Santa Rita School District ("District")

From: American Modular Systems, Inc.
 (Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 1A.

CONTRACT: \$568,360.00 * Five hundred sixty eight thousand three hundred sixty *

("Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Complete pages 1-4, American Modular Systems Contract Bid No. 1A and Unit price summary matrix item numbers 13-272.

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The undersigned has reviewed the Contract Documents and fully understands the scope required in this Proposal and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
 2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the District before bid date to verify the issuance of any clarifying Addenda.
 3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
 4. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
 5. The following documents are attached hereto:
 - Plans and specifications for proposed modulars
 - Bid Bond on the District's form or other security
 - Noncollusion Declaration
 - Iran Contracting Act Certification
- Receipt and acceptance of the following addenda is hereby acknowledged:

SANTA RITA SCHOOL DISTRICT

**BID FORM AND PROPOSAL
 DOCUMENT 00 41 13-1**

| | |
|-------------------------------|------------------------|
| No. <u>NONE</u> , Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |
| No. _____, Dated _____ | No. _____, Dated _____ |

6. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
7. The Bidder agrees that the awarded contract will be a "piggyback" contract that will be renewed for the next three (3) years through April 30, 2019.
8. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
9. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of April 20 16
Name of Bidder American Modular Systems, Inc.
Type of Organization Corporation
Signed by [Signature]
Title of Signer President
Address of Bidder 787 Spreckels Ave, Manteca, CA 95336
Taxpayer's Identification No. of Bidder 88-0231944
Telephone Number (209) 825-1921
Fax Number (209) 825-7018
E-mail dan.s@americanmodular.com Web page americanmodular.com

Contractor's License No(s): No.: 661154 Class: B Expiration Date: 12-31-16

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000689

If Bidder is a corporation, affix corporate seal.

Name of Corporation: American Modular Systems, Inc

President: Daniel Sarich

Secretary: Belinda Sarich

Treasurer: "

Manager: _____

END OF DOCUMENT

**FACILITIES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX**

| ITEM | A | | | | | | | | H | | | | | | | |
|-----------------------------------|--------------------|--------------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|--------------------|--------------------|--------------------|-----------------|--------------------|-----------------|--------------------|-----------------|
| | 24x40 Classroom | 36X40 Classroom | 48X40 Classroom | 12X40 Module | 30X32 Classroom | 10X32 Module | 24X60 Classroom | 12X60 Module | 24x40 Classroom | 36X40 Classroom | 48X40 Classroom | 12X40 Module | 30X32 Classroom | 10X32 Module | 24X60 Classroom | 12X60 Module |
| 1 BASE BID PRICE | \$66,860.00 | \$99,280.00 | \$130,240.00 | \$32,420.00 | \$72,060.00 | \$24,020.00 | \$100,210.00 | \$50,010.00 | | | | | | | | |
| 2 CONCRETE FOUNDATION - BELOW GRA | \$22,790.00 | \$34,180.00 | \$45,570.00 | \$11,390.00 | \$25,630.00 | \$8,540.00 | \$36,340.00 | \$18,230.00 | | | | | | | | |
| 3 100 LB FOUNDATION SYSTEM | \$2,440.00 | \$3,660.00 | \$4,880.00 | \$1,220.00 | \$2,640.00 | \$880.00 | \$3,660.00 | \$1,830.00 | | | | | | | | |
| 4 150 LB FOUNDATION SYSTEM | \$2,880.00 | \$4,320.00 | \$5,760.00 | \$1,440.00 | \$3,100.00 | \$1,030.00 | \$4,320.00 | \$2,160.00 | | | | | | | | |
| 5 65 LB STIFFENED FLOOR | \$2,440.00 | \$3,660.00 | \$4,880.00 | \$1,220.00 | \$2,660.00 | \$890.00 | \$3,660.00 | \$1,830.00 | | | | | | | | |
| 6 100 LB STIFFENED FLOOR | \$2,760.00 | \$4,140.00 | \$5,520.00 | \$1,380.00 | \$2,990.00 | \$990.00 | \$4,140.00 | \$2,070.00 | | | | | | | | |
| 7 150 LB STIFFENED FLOOR | \$3,020.00 | \$4,530.00 | \$6,040.00 | \$1,510.00 | \$3,220.00 | \$1,080.00 | \$4,530.00 | \$2,265.00 | | | | | | | | |
| 8 9' CEILING - FLAT ROOF | \$3,640.00 | \$5,460.00 | \$7,280.00 | \$1,820.00 | \$4,020.00 | \$1,340.00 | \$5,460.00 | \$2,730.00 | | | | | | | | |
| 9 10" CEILINGS AND/OR VAULTED | \$9,660.00 | \$14,490.00 | \$19,320.00 | \$4,830.00 | \$11,390.00 | \$3,870.00 | \$14,520.00 | \$7,290.00 | | | | | | | | |
| 10 60 LB SNOWLOAD | \$12,390.00 | \$18,580.00 | \$24,780.00 | \$6,240.00 | \$13,460.00 | \$4,490.00 | N/A | N/A | | | | | | | | |
| 11 150 LB SNOWLOAD | \$28,640.00 | \$42,960.00 | \$57,280.00 | \$14,320.00 | \$34,180.00 | \$11,400.00 | N/A | N/A | | | | | | | | |
| 12 LIGHTWEIGHT CONCRETE FLOOR | \$12,560.00 | \$18,250.00 | \$25,000.00 | \$6,250.00 | \$13,540.00 | \$4,510.00 | \$19,580.00 | \$9,760.00 | | | | | | | | |

**FACILITIES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX**

| ITEM | I Steep Pitch 24x40 Classroom | J Steep Pitch 12x40 Module | K Steep Pitch 30x32 Classroom | L Steep Pitch 10x32 Module | M 2-Story Bldg 48X40 Classroom | N 2-Story Bldg 12X40 Module | O 2-Story Elevator Module | P Restroom-A 12x40 Module | Q Restroom-B 12x40 Module |
|-----------------------------------|--|-------------------------------------|--|-------------------------------------|---|--------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| 1 BASE BID PRICE | \$88,260.00 | \$44,130.00 | \$94,080.00 | \$31,460.00 | \$844,800.00 | \$211,200.00 | \$188,820.00 | \$78,460.00 | \$82,940.00 |
| 2 CONCRETE FOUNDATION - BELOW GRA | \$22,790.00 | \$11,390.00 | \$25,630.00 | \$8,540.00 | \$46,080.00 | \$13,620.00 | \$18,960.00 | \$11,820.00 | \$11,820.00 |
| 3 100 LB FOUNDATION SYSTEM | \$2,440.00 | \$1,220.00 | \$2,640.00 | \$880.00 | \$46,080.00 | \$13,620.00 | N/A | \$1,920.00 | \$1,920.00 |
| 4 150 LB FOUNDATION SYSTEM | \$2,880.00 | \$1,440.00 | \$3,100.00 | \$1,030.00 | \$48,280.00 | \$13,940.00 | N/A | \$2,170.00 | \$2,170.00 |
| 5 65 LB STIFFENED FLOOR | \$2,440.00 | \$1,220.00 | \$2,640.00 | \$880.00 | Incl | Incl | N/A | \$1,220.00 | \$1,220.00 |
| 6 100 LB STIFFENED FLOOR | \$2,760.00 | \$1,380.00 | \$2,990.00 | \$990.00 | Incl | Incl | N/A | \$1,380.00 | \$1,380.00 |
| 7 150 LB STIFFENED FLOOR | \$3,020.00 | \$1,510.00 | \$3,220.00 | \$1,080.00 | \$12,800.00 | \$3,200.00 | N/A | \$1,510.00 | \$1,510.00 |
| 8 9' CEILING - FLAT ROOF | \$3,640.00 | \$1,820.00 | \$4,020.00 | \$1,340.00 | \$12,960.00 | \$3,240.00 | N/A | \$3,240.00 | \$3,240.00 |
| 9 10" CEILINGS AND/OR VAULTED | \$9,660.00 | \$4,830.00 | \$11,390.00 | \$3,870.00 | \$16,960.00 | \$4,240.00 | N/A | \$4,830.00 | \$4,830.00 |
| 10 60 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$12,300.00 | \$13,300.00 |
| 11 150 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A | N/A | N/A | \$16,400.00 | \$16,400.00 |
| 12 LIGHTWEIGHT CONCRETE FLOOR | \$12,560.00 | \$6,250.00 | \$13,540.00 | \$4,510.00 | \$50,800.00 | \$12,600.00 | N/A | \$6,250.00 | \$6,250.00 |

FACILITIES SUPPLY CONTRACT - BID NO.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX

| ITEM | A-HP 24x40 Classroom | B-HP 12X40 Module | C-HP 30X32 Classroom | D-HP 10X32 Module | E-HP 28X36 Classroom | F-HP 14X36 Module | G-HP 2-Story Bldg 48X40 Classroom | H-HP 2-Story Bldg 12X40 Module | I-HP Restroom-A 12x40 Module |
|-----------------------------------|----------------------------|-------------------------|----------------------------|-------------------------|----------------------------|-------------------------|--|---|---------------------------------------|
| 1 BASE BID PRICE | \$184,860.00 | \$90,890.00 | \$189,100.00 | \$62,820.00 | \$194,400.00 | \$95,200.00 | \$1,104,200.00 | \$272,020.00 | \$174,300.00 |
| 2 CONCRETE FOUNDATION - BELOW GRA | \$22,790.00 | \$11,390.00 | \$25,630.00 | \$8,540.00 | \$23,680.00 | \$11,840.00 | \$46,080.00 | \$13,620.00 | \$11,820.00 |
| 3 100 LB FOUNDATION SYSTEM | \$2,440.00 | \$1,220.00 | \$2,640.00 | \$880.00 | \$2,480.00 | \$1,240.00 | \$46,080.00 | \$13,620.00 | \$1,920.00 |
| 4 150 LB FOUNDATION SYSTEM | \$2,880.00 | \$1,440.00 | \$3,100.00 | \$1,030.00 | \$2,960.00 | \$1,480.00 | \$48,280.00 | \$13,940.00 | \$2,170.00 |
| 5 65 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 6 100 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 7 150 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 8 9' CEILING - FLAT ROOF | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 9 10" CEILINGS AND/OR VAULTED | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 10 60 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 11 150 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 12 LIGHTWEIGHT CONCRETE FLOOR | INCL. | INCL. | INCL. | INCL. | INCL. | INCL. | INCL. | INCL. | INCL. |

**FACILITIES SUPPLY CONTRACT - BID No.
SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX**

| ITEM | ITEM | | | | | |
|------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|--|---|
| | I-HP Restroom-A 12x40 Module | J-HP Restroom-B 12x40 Module | K-HP Restroom-A 14x36 Module | L-HP Restroom-B 14x36 Module | M-HP 2-Story Bldg 56x36 Classroom | N-HP 2-Story Bldg 14x36 Module |
| 1 | BASE BID PRICE | \$174,300.00 | \$182,600.00 | \$180,100.00 | \$187,820.00 | \$282,600.00 |
| 2 | CONCRETE FOUNDATION - BELOW GRA | \$11,820.00 | \$11,820.00 | \$12,340.00 | \$12,340.00 | \$13,620.00 |
| 3 | 100 LB FOUNDATION SYSTEM | \$1,920.00 | \$1,920.00 | \$2,340.00 | \$2,340.00 | \$13,620.00 |
| 4 | 150 LB FOUNDATION SYSTEM | \$2,170.00 | \$2,170.00 | \$2,680.00 | \$2,680.00 | \$13,880.00 |
| 5 | 65 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A |
| 6 | 100 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A |
| 7 | 150 LB STIFFENED FLOOR | N/A | N/A | N/A | N/A | N/A |
| 8 | 9' CEILING - FLAT ROOF | N/A | N/A | N/A | N/A | N/A |
| 9 | 10" CEILINGS AND/OR VAULTED | N/A | N/A | N/A | N/A | N/A |
| 10 | 60 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A |
| 11 | 150 LB SNOWLOAD | N/A | N/A | N/A | N/A | N/A |
| 12 | LIGHTWEIGHT CONCRETE FLOOR | INCL. | INCL. | INCL. | INCL. | INCL. |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| ITEM | ADDITIVES | UNIT | PRICE |
|------|---|------|------------|
| | BUILDING ENVELOPE | | |
| 13 | Additional metal ramp and landing, with handrails | ea | \$2,800.00 |
| 14 | Zero clearance ramp in lieu of standard ramp | ea | \$3,240.00 |
| 15 | Cost per linear foot to extend metal ramp or landing and handrails | lf | \$420.00 |
| 16 | Colored/painted metal roof deck in lieu of galvanized | sf | \$6.60 |
| 17 | Built-up roof-3-GNC | sf | \$5.80 |
| 18 | Composition shingle roofing in lieu of metal roofing | sf | \$3.60 |
| 19 | Add 60 mil single-ply roofing in lieu of metal roofing | sf | \$7.20 |
| 20 | Add 80 mil single-ply roofing in lieu of metal roofing | sf | \$8.40 |
| 21 | Parapet - 6"- 18" height | lf | \$390.00 |
| 22 | Mansard - Metal | lf | \$480.00 |
| 23 | Mansard - Wood | lf | \$530.00 |
| 24 | Provide 3:12 slope roof w/colored metal in lieu of 1/4:12 slope roof | sf | \$65.00 |
| 25 | Provide 4:12 slope roof w/colored metal in lieu of 1/4:12 slope roof | sf | \$75.00 |
| 26 | Add one steep pitch two (2') foot side overhangs (units I, J, K, and L) | sf | \$320.00 |
| 27 | Side awning | sf | \$140.00 |
| 28 | Exterior stucco finish; Conventional 3-part | sf | \$15.80 |
| 29 | Hybrid stucco system - in plant - 3-part | sf | \$11.10 |
| 30 | Synthetic stucco finish - in plant | sf | \$10.40 |
| 31 | 2" wide stucco reglet | lf | \$8.00 |
| 32 | Add thin set brick veneer | sf | \$34.00 |
| 33 | Add 6" cementitious lap siding | sf | \$10.20 |
| 34 | Custom 3-color exterior paint scheme | sf | \$1.20 |
| 35 | Add for custom exterior colors for each module | ea | \$280.00 |
| 36 | 8' x 4' sliding aluminum window - 46% tinted dual glazed | ea | \$1,060.00 |
| 37 | 6' x 4' sliding aluminum window - 46% tinted dual glazed | ea | \$920.00 |
| 38 | 4' x 4' sliding aluminum window - 46% tinted dual glazed | ea | \$840.00 |
| 39 | 8' x 4' hollow metal window - 46% tinted dual glazed | ea | \$1,320.00 |
| 40 | 6' x 4' hollow metal window - 46% tinted dual glazed | ea | \$1,080.00 |
| 41 | 4' x 4' hollow metal window - 46% tinted dual glazed | ea | \$960.00 |
| 42 | Painted exterior window frames | sf | \$2.40 |
| 43 | Store front window assembly with glazing | ea | \$2,870.00 |
| 44 | Exterior door package (steel) - 3' x 7' | ea | \$1,870.00 |
| 45 | Exterior door with 1/8 view lite | ea | \$2,010.00 |
| 46 | Continuous hinge at exterior door | ea | \$160.00 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | | | |
|----|---|----|-------------|
| 47 | Interior door package (wood) - 3' x 7' | ea | \$840.00 |
| 48 | Interior door with 1/2 view light | ea | \$930.00 |
| 49 | Primus Door Hardware | ea | \$160.00 |
| 50 | BEST Door Hardware | ea | \$180.00 |
| 51 | Double exterior door with mullion and panic hardware | ea | \$4,200.00 |
| 52 | Up-grade to welded door frame in lieu of knock down | ea | \$300.00 |
| 53 | 16" x 84" side light hollow-metal frame window | ea | \$760.00 |
| 54 | Panic hardware (Von Duprin in lieu of standard lock set) | ea | \$820.00 |
| 55 | 3" building separations (includes front & rear metal close off and roof cap) | ea | \$1,020.00 |
| 56 | Two foot (2') wood close off between buildings | ea | \$1,060.00 |
| 57 | Add enclosed soffit in lieu of metal soffit | sf | \$70.00 |
| 58 | Up-grade exterior wall to one (1) hour rated | sf | \$7.20 |
| 59 | Up-grade exterior wall to two (2) hour rated | sf | \$9.60 |
| 60 | Up-grade to 2" x 6" Exterior wall framing | lf | \$3.40 |
| 61 | Up-grade to 2" x 8" Exterior wall framing | lf | \$4.20 |
| 62 | 3" Schedule 40 Galvanized Downspouts | ea | \$960.00 |
| | TWO STORY BUILDING | | |
| 63 | Add 5 ft. wide concrete stairs w/landing for two-story building | ea | \$69,200.00 |
| 64 | Exterior soffit recessed fluorescent light fixture | ea | \$360.00 |
| 65 | Add 96" wide sky-bridge for two-story building | lf | \$1,800.00 |
| 66 | 60" high balcony railing on two-story building | lf | \$250.00 |
| 67 | Two Story balcony water-proof coating | sf | \$22.00 |
| 68 | Two Story 36" high parapet | lf | \$190.00 |
| 69 | Two Story galvanized finish on railing | lf | \$180.00 |
| 70 | Roof Hatch with Aluminum ladder | ea | \$2,890.00 |
| 71 | Reconfigure 2-story building from exterior corridor to single center corridor | lf | \$1,200.00 |
| | FOUNDATION | | |
| 72 | Additional wood foundation over standard 4.5" minimum height | in | \$220.00 |
| 73 | Conc 2' x 3' access well or 1' x 4' vent well w/1" metal grate (spacing @ 1/2") | ea | \$1,260.00 |
| 74 | Add 2" concrete slurry rodent barrier | sf | \$3.20 |
| 75 | Water proofing elevator foundation pit | ea | \$10,200.00 |
| 76 | Foundation Dry Well | ea | \$2,280.00 |
| | INSULATION | | |
| 77 | Up-grade roof insulation to R-30 unfaced | sf | \$0.50 |
| 78 | Up-grade roof insulation w/FSK in lieu of unfaced | sf | \$0.55 |
| 79 | R-13 wall insulation | sf | \$0.20 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | | | |
|-----|---|----|------------|
| 80 | Upgrade wall insulation to R-19 Kraft faced | sf | \$0.40 |
| | FLOOR & WALL | | |
| 81 | Provide 5/16" cementitious floor underlayment | sf | \$2.90 |
| 82 | Carpet upgrade to Patcraft in lieu of 26oz standard carpet | sf | \$2.10 |
| 83 | Sheet vinyl in lieu of 26oz standard carpet | sf | \$3.80 |
| 84 | Vinyl Composition Tile (VCT) flooring in lieu of 26 oz. standard carpet | sf | \$2.80 |
| 85 | Add epoxy floor finish | sf | \$22.60 |
| 86 | Ceramic tile with thin set over 1/2" backing | sf | \$29.20 |
| 87 | Interior nonrated 2" x 4" wall, 16" o.c. from floor to roof | lf | \$100.00 |
| 88 | Interior one-hour fire rated 2" x 4" wall, 16" o.c. from floor to roof | lf | \$160.00 |
| 89 | Interior one-hour fire rated door with smoke seal | ea | \$960.00 |
| 90 | Operable wall - Modernfold 900 Series Floor Supported 8'-6" high STC 45 | lf | \$940.00 |
| 91 | Fiberglass wall panels 3/32: (FRP) in lieu of vinyl covered tack board panels | sf | \$2.60 |
| 92 | 1-hour fire rated ceilings | sf | \$18.40 |
| 93 | Provide 5/8" painted sheetrock ceiling in lieu of T-bar ceiling | sf | \$7.60 |
| 94 | Polish concrete floor | sf | \$16.20 |
| 95 | Painted gypsum wall - Level 4 finish | sf | \$3.40 |
| 96 | Painted gypsum wall - Level 3 finish | sf | \$2.60 |
| | CASEWORK | | |
| 97 | Lower Base cabinet - WI #102 - L36 x H34 x D24 | ea | \$760.00 |
| 98 | Lower Base cabinet w/ drawers | ea | \$820.00 |
| 99 | Open wall hung cabinet - WI #300 x L36 x H30 x D12 | ea | \$620.00 |
| 100 | Wall hung cabinet & doors - WI #302 - L36 x H30 x D12 | ea | \$640.00 |
| 101 | Wall hung cabinet w/ glass doors | ea | \$860.00 |
| 102 | Open tall storage cabinet - WI #400 - L36 x H84 x D24 | ea | \$1,360.00 |
| 103 | Lockable tall storage cabinet - WI #402 - L36 x H84 x D24 | ea | \$1,590.00 |
| 104 | Tall teacher cabinet - WI #530 - L48 x H84 x D24 | ea | \$1,780.00 |
| 105 | Wardrobe rack - WI #540M - L60 with 15 hooks (interior) | ea | \$920.00 |
| 106 | Wardrobe rack - WI #540M - L60 with 15 hooks (exterior) | ea | \$1,200.00 |
| 107 | Cubby storage - WI #544 - L48 x H66 x D12 (48 cubicles) | ea | \$1,280.00 |
| 108 | Low book shelves - WI #600 - L36 x H42 x D9 | lf | \$180.00 |
| 109 | Locking hardware at casework drawer or door | ea | \$60.00 |
| 110 | Plumbed ADA sink - 4 lf | ea | \$3,480.00 |
| 111 | ADA sink cabinet | lf | \$1,240.00 |
| 112 | Teaching wall | lf | \$1,240.00 |
| 113 | Science work station | ea | \$8,420.00 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | | | |
|-----|--|----|-------------|
| 114 | Acid proof epoxy science classroom counters | lf | \$310.00 |
| 115 | Acid proof epoxy science classroom sink w/goose-neck faucet | ea | \$1,840.00 |
| 116 | Computer station 24" deep - counter top only | lf | \$220.00 |
| | PLUMBING | | |
| 117 | Interior unisex toilet room | ea | \$11,800.00 |
| 118 | Plastic Toilet Partitions | lf | \$210.00 |
| 119 | Interior ADA wall mounted drinking fountain | ea | \$3,640.00 |
| 120 | Exterior ADA wall mounted drinking fountain | ea | \$4,680.00 |
| 121 | Eye Wash Station with science sink | ea | \$760.00 |
| 122 | Emergency science shower station | ea | \$3,860.00 |
| 123 | Provide infrared sensor to water closet or lavatory | ea | \$420.00 |
| 124 | Floor drain - Zurn w/trap primer | ea | \$1,240.00 |
| 125 | Water closet - Adult/Child HDC w/grab bar | ea | \$1,420.00 |
| 126 | Urinal w/flush valve | ea | \$1,210.00 |
| 127 | Lavatory sink | ea | \$1,070.00 |
| 128 | ADA Shower HDC Fiberglass | ea | \$3,640.00 |
| 129 | Mop sink - 28" x 28" | ea | \$2,120.00 |
| 130 | Pedestal Janitor sink | ea | \$2,840.00 |
| 131 | Concession floor sink | ea | \$1,620.00 |
| 132 | 3-compartment stainless steel sink | ea | \$3,240.00 |
| 133 | Acid proof waste plumbing - per fixture | ea | \$430.00 |
| | MECHANICAL | | |
| 134 | 10 gallon electric water heater | ea | \$690.00 |
| 135 | 20 gallon electric water heater | ea | \$740.00 |
| 136 | 30 gallon electric water heater | ea | \$790.00 |
| 137 | Instant flow tankless electric water heater | ea | \$810.00 |
| 138 | Roof mounted HVAC in lieu of wall-mounted unit - add 4 ton unit | ea | \$7,240.00 |
| 139 | Roof mounted HVAC in lieu of wall-mounted unit - add 5 ton unit | ea | \$8,630.00 |
| 140 | Add 3-1/2 ton wall mount HVAC unit | ea | \$4,150.00 |
| 141 | Add 4 ton wall mount HVAC unit | ea | \$4,600.00 |
| 142 | Add 5 ton wall mount HVAC unit | ea | \$5,040.00 |
| 143 | Add 3-1/2 ton wall mount HVAC unit - Three Phase | ea | \$4,510.00 |
| 144 | Add 4 ton wall mount HVAC unit - Three Phase | ea | \$4,920.00 |
| 145 | Add 5 ton wall mount HVAC unit - Three Phase | ea | \$5,410.00 |
| 146 | Add 12 SEER heat pump in lieu of base bid electric HVAC unit | ea | \$1,640.00 |
| 147 | WAG 40 Gas HVAC heat pump in lieu of base bid electric HVAC unit | ea | \$2,210.00 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | | | |
|-----|--|----|-------------|
| 148 | Add 3-1/2 ton interior HVAC unit | ea | \$9,980.00 |
| 149 | Add 4 ton interior HVAC unit | ea | \$10,200.00 |
| 150 | Add 5 ton interior HVAC unit | ea | \$11,100.00 |
| 151 | HVAC return chase wall | ea | \$1,120.00 |
| 152 | Supply register and 12' of ducting | ea | \$260.00 |
| 153 | Return air register and 12' of ducting | ea | \$240.00 |
| 154 | Science classroom gas turret | ea | \$660.00 |
| 155 | Science Classroom fume hood w/MAU | ea | \$31,080.00 |
| 156 | Science Classroom ventless fume hood | ea | \$25,420.00 |
| 157 | Ceiling exhaust fan (120 CFM) with 6" duct to roof jack and 20 amp circuit | ea | \$460.00 |
| 158 | Cooling only split system | ea | \$8,640.00 |
| 159 | Air Balance Report (per system/zone) | ea | \$1,240.00 |
| 160 | Certified Air Balance Report (Per system/zone) | ea | \$2,280.00 |
| | ELECTRICAL | | |
| 161 | Wall 110v duplex receptacle with cover | ea | \$110.00 |
| 162 | Recessed duplex 110v floor receptacle with cover | ea | \$820.00 |
| 163 | GFCI receptacle with cover | ea | \$240.00 |
| 164 | Wall data outlet w/1/2" conduit stubbed into attic cavity | ea | \$90.00 |
| 165 | Interior light switch | ea | \$140.00 |
| 166 | Signal termination box 6"x6"x6" with 3/4" conduit stubbed above ceiling | ea | \$180.00 |
| 167 | 100 amp panel - single phase | ea | \$360.00 |
| 168 | 150 amp panel - single phase | ea | \$420.00 |
| 169 | 200 amp panel - single phase | ea | \$660.00 |
| 170 | 225 amp panel - single phase | ea | \$1,220.00 |
| 171 | 400 amp panel - single phase | ea | \$2,660.00 |
| 172 | 100 amp panel - three phase | ea | \$570.00 |
| 173 | 150 amp panel - three phase | ea | \$670.00 |
| 174 | 200 amp panel - three phase | ea | \$1,300.00 |
| 175 | 225 amp panel - three phase | ea | \$1,780.00 |
| 176 | 400 amp panel - three phase | ea | \$3,560.00 |
| 177 | 220v - 30 amp circuit outlet | ea | \$300.00 |
| 178 | Dedicated computer circuit - 20 amp | ea | \$180.00 |
| 179 | Exit light (High) with battery backup (wall mount) | ea | \$490.00 |
| 180 | Exterior Fluorescent light fixture | ea | \$310.00 |
| 181 | Floor box with 2 duplex and 2 data | ea | \$960.00 |
| | | | |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | MISCELLANEOUS | | |
|-----|--|------|-------------|
| 182 | Contract and Project supervision - per hour | hr | \$200.00 |
| 183 | Engineering and design - per hour | hr | \$340.00 |
| 184 | Bonds and Insurance | % | \$1.60 |
| 185 | DSA Stockpile Fee | % | \$2.40 |
| 186 | 120 Ton Craning and rigging (four hour minimum) - per hour | hr | \$860.00 |
| 187 | 300 Ton Craning and rigging (four hour minimum) - per hour | hr | \$1,290.00 |
| 188 | On-site prevailing wage labor rate - per hour | hr | \$96.00 |
| 189 | Kitchen | ea | \$14,820.00 |
| 190 | 12x40 Building Relocation | ea | \$5,640.00 |
| 191 | 24x40 Building Relocation | ea | \$7,400.00 |
| 192 | Additional 12x40 Modules Relocation (Add to 24x40) | ea | \$3,980.00 |
| 193 | 30x32 Building Relocation | ea | \$9,260.00 |
| 194 | Additional 10x32 Modules Relocation (Add to 30x32) | ea | \$3,600.00 |
| 195 | 24x60 Building Relocation | ea | \$8,840.00 |
| 196 | Additional 12x60 Modules Relocation (Add to 24x60) | ea | \$4,600.00 |
| 197 | Additional transportation rate beyond 100 miles up to 40' module | mile | \$5.90 |
| 198 | Add ordinary hazard fire sprinklers (excludes riser) | sf | \$6.20 |
| 199 | Fire riser | ea | \$1,940.00 |
| 200 | Wall mounted TV Brackets | ea | \$780.00 |
| 201 | Wall mounted 60" projection screens | ea | \$790.00 |
| 202 | 4' x 8' white marker board | ea | \$420.00 |
| 203 | 4'x16' white marker board | ea | \$890.00 |
| 204 | Wire mold series 5500 | lf | \$56.00 |
| 205 | Aluminum slat roll-up security shutter - 8' x 4' window | ea | \$1,760.00 |
| 206 | Hose Bibb | ea | \$920.00 |
| 207 | Stainless steel counter | lf | \$140.00 |
| 208 | Semi-Recessed Fire Extinguisher Cabinet | ea | \$160.00 |
| 209 | Roll-up Serving Windows | ea | \$3,470.00 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | High Performance Items | | |
|-----|---|-------|------------|
| | BUILDING ENVELOPE | | |
| 210 | Louver Sunscreen w/Hot dipped galv finish | ea | \$4,820.00 |
| 211 | 60 mil PVC Cool Roof System | sf | \$7.40 |
| 212 | 3" Standing seam metal roof w/Kynar 500 finish/SRI 80 | sf | \$4.20 |
| 213 | HVAC Roof Screen | lf | \$94.00 |
| 214 | 8' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window | ea | \$3,320.00 |
| 215 | 6' x 8' Dual-glazed Low E Solarban 60 glazing - exterior window | ea | \$3,160.00 |
| 216 | 3' x 8' Galv insulated exterior door w/16" sidelite | ea | \$4,480.00 |
| 217 | Antimicrobial Exterior door hardware | ea | \$1,540.00 |
| 218 | 20" diameter Solatube Skylight w/adjustable damper | ea | \$2,470.00 |
| 219 | 36" galv metal wainscot | sy | \$44.00 |
| 220 | IPE wainscot | sf | \$45.00 |
| 221 | Cement board exterior clad siding | sf | \$19.20 |
| 222 | Ceramic Tile Exterior siding | sf | \$40.00 |
| | INSULATION | | |
| 223 | R-19 Recycled Denim Thermal Insulation | sf | \$2.20 |
| 224 | R-30 Recycled Denim Thermal Insulation | sf | \$3.10 |
| | FLOOR & WALL | | |
| 225 | Carpet Tile Flooring | sf | \$3.60 |
| 226 | Walk-off mat | ea | \$460.00 |
| 227 | Marmoleum Composition tile flooring | sf | \$5.40 |
| 228 | Marmoleum Composition sheet flooring | sf | \$6.20 |
| 229 | Low and/or Zero VOC paints/primers | gl | \$92.00 |
| 230 | Double canted 8'-6" to 12'-0" vaulted 2x2 T-bar ceiling | sf | \$13.00 |
| 231 | Steel Framing w/80% recycled content, (960sf) | clsrn | \$2,960.00 |
| 232 | Vinyl tackable wall surface w/low VOC | sf | \$2.30 |
| 233 | Mold inhibitive gypsum sheathing | sf | \$1.60 |
| 234 | Wood blocking in wall | lf | \$6.70 |
| 235 | Metal blocking in wall | lf | \$8.20 |
| | CASEWORK | | |
| 236 | Base cabinet -WI #102 - L36 x H34 x D24 - FSC compliant | ea | \$760.00 |
| 237 | Open upper cabinet - WI #300 x L36 x H30 x D12- FSC compliant | ea | \$820.00 |
| 238 | Upper cabinet & doors - WI #302 - L36 x H30 x D12 - FSC compliant | ea | \$620.00 |
| 239 | Open tall storage cabinet - WI #400 - L36 x H84 x D24 - FSC compliant | ea | \$1,490.00 |
| 240 | Lockable tall storage cabinet - WI #402 - L36 x H84 x D24 - FSC compliant | ea | \$1,740.00 |

**SANTA RITA UNION SCHOOL DISTRICT
BID MATRIX
UNIT PRICE SUMMARY**

| | | | |
|-----|---|-----|-------------|
| 241 | Tall teacher cabinet - WI #530 - L48 x H84 x D24 - FSC compliant | ea | \$1,950.00 |
| 242 | Wardrobe rack - WI #540M - L60 with 15 hooks (interior) - FSC compliant | ea | \$1,010.00 |
| 243 | Wardrobe rack - WI #540M - L60 with 15 hooks (exterior) - FSC compliant | ea | \$1,320.00 |
| 244 | Cubby storage - WI #544 - L48 x H66 x D12 (48 cubicles) - FSC compliant | ea | \$1,400.00 |
| 245 | Low book shelves - WI #600 - L36 x H42 x D9 - FSC compliant | lf | \$242.00 |
| 246 | Plumbed ADA sink - 4 lf - FSC compliant | ea | \$3,740.00 |
| 247 | ADA Sink cabinet | lf | \$1,360.00 |
| 248 | Teaching wall - FSC compliant | lf | \$1,380.00 |
| 249 | Science work station - FSC compliant | ea | \$9,260.00 |
| | PLUMBING | | |
| 250 | Cast iron waste plumbing in lieu of ABS | lf | \$3.70 |
| 251 | Manual Dual Flush restroom fixture controls | ea | \$320.00 |
| 252 | High recycled content plastic toilet partitions | lf | \$360.00 |
| 253 | Infrared restroom fixture controls | ea | \$380.00 |
| | MECHANICAL | | |
| 254 | Add Thermal Displacement Ventilation 5-ton HVAC System | ea | \$16,000.00 |
| 255 | Add 15 SEER Roof mounted HVAC w/MERV 13 filter | ea | \$10,800.00 |
| 256 | Add 15 SEER Split System w/MERV 13 filter | ea | \$13,600.00 |
| 257 | Add Ceiling Cartridge HVAC system | ea | \$4,720.00 |
| 258 | Add 4-ton Bard I-tec indoor HVAC unit | ea | \$11,640.00 |
| 259 | Add 5-ton Bard I-tec indoor HVAC unit | ea | \$12,710.00 |
| 260 | Infrared hand dryer | ea | \$840.00 |
| 261 | Geothermal | ton | \$28,000.00 |
| | ELECTRICAL | | |
| 262 | 2' x 4' LED indirect light fixtures | ea | \$380.00 |
| 263 | LED indirect dimmable 2' x 4' interior light | ea | \$420.00 |
| 264 | LED in-direct non-dimmable 2' x 4' interior light | ea | \$390.00 |
| 265 | Roof mounted Solar Panel System | kw | \$6,820.00 |
| 266 | LED designer series external light fixture | ea | \$740.00 |
| 267 | Daylight sensing integrated controls | ea | \$4,420.00 |
| 268 | Audio visual controls | ea | \$13,740.00 |
| | MISCELLANEOUS | | |
| 269 | PVC free manual roll-up shades | lf | \$130.00 |
| 270 | Recessed Hose Bibb | ea | \$1,200.00 |
| 271 | CHPS Certification | ea | \$35,000.00 |
| 272 | LEED Certification | ea | \$42,000.00 |

DOCUMENT 00 43 36DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Facilities Supply Contract

1. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
2. As to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.
3. If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
4. In case more than one subcontractor is named for the same scope of Work, state the portion that each will perform.
5. Bidder need not list entities that are only vendors or suppliers of materials.
6. If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.
7. **DVBE.** Bidder must indicate which, if any, of these subcontractors are disabled veteran business enterprises (DVBE) and the estimated percentage of the Work those subcontractor(s) will perform.

Subcontractor Name: Sierra Casework Location: Modesto
 Scope of Work: Casework If DVBE, Percent of Work: 0 %
 California Contractor License Number: 802541

Subcontractor Name: D&B Fire Protection Location: Corona
 Scope of Work: Fire Sprinklers If DVBE, Percent of Work: 0 %
 California Contractor License Number: C16-410294

Subcontractor Name: TL Shields & Assoc Location: Thousand Oaks
 Scope of Work: Elevator If DVBE, Percent of Work: 0 %
 California Contractor License Number: 605460

Subcontractor Name: Boeger Plastering Location: Applegate
 Scope of Work: Stucco If DVBE, Percent of Work: 0 %

California Contractor License Number: 319451

Subcontractor Name: Lecal Enterprises, Inc. Location: Ladera Ranch
 Scope of Work: Concrete Foundations If DVBE, Percent of Work: 0 %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____
 Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

Subcontractor Name: _____ Location: _____

Scope of Work: _____ If DVBE, Percent of Work: _____ %

California Contractor License Number: _____

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: April 28, 2016

Proper Name of Bidder: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 19NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President [PRINT YOUR TITLE]of American Modular Systems, Inc. [PRINT FIRM NAME],

the party making the foregoing Contract.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.


Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: April 28, 2016

Proper Name of Bidder: American Modular Systems, Inc.

City, State: Manteca, CA

Signature: 

Print Name: Daniel Surich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 22IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

PROJECT/CONTRACT NO.: Facilities Supply Contract between Santa Rita School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete ONLY ONE of the following two paragraphs.



1. Bidder's Total Base Bid is less than one million dollars (\$1,000,000).

OR



2. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but Bidder is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Bidder is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR



3. Bidder's Total Base Bid is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Bidder to submit a proposal pursuant to PCC 2203(c) or (d). A copy of the written permission from the District is included with Bid.

I certify that I am duly authorized to legally bind the Bidder to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date:

April 28, 2016

Proper Name of Contractor:

American Modular Systems, Inc.

Signature:

[Signature]

Print Name:

Daniel Sarich

Title:

President

END OF DOCUMENT

DOCUMENT 00 43 13BID BOND (SECURITY)

(Note: If Bidder is providing a bid bond as its bid security,
Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, American Modular Systems, Inc. as Principal ("Principal"),
and Western Surety Company as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of South Dakota

and authorized to do business as a surety in the State of California, are held and firmly bound unto the

Santa Rita Union School District ("District") of Monterrey County, State of California as Obligee, in the sum of

Ten Percent of Amount Bid----- (\$ 10%-----)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, If the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

SANTA RITA UNION SCHOOL DISTRICT

BID BOND
DOCUMENT 00 43 13-1

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 27 day of April, 2016.

American Modular Systems, Inc.

Principal

By

Daniel Sarich - President

Western Surety Company

Surety

By *Elizabeth Collodi*
Elizabeth Collodi, Attorney-in-Fact

Nancy Flores c/o CT Corporation System

Name of California Agent of Surety

818 W Seventh Street, Suite 930, Los Angeles, CA 90017

Address of California Agent of Surety

(877) 589-6952

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Butte)

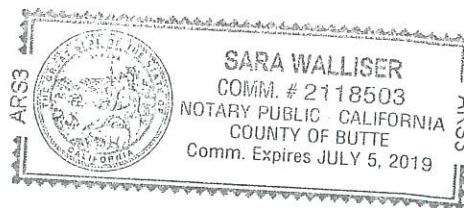
On April 27, 2016 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

personally appeared Elizabeth Collodi
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in
~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Nancy Luttenbacher, John Hopkins, Steve Williams, Elizabeth Collodi, Bonnie Two Bears, Mindy Elaine Whitehouse, Bobbie Beeny, Individually

of Chico, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of August, 2015.



WESTERN SURETY COMPANY

Paul T. Brufat

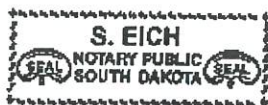
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 21st day of August, 2015, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27 day of April, 2016.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

No. 3472

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
 SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 21st day of March, 1975, I
have hereunto set my hand and caused my official seal to be affixed
this 21st day of March, 1975.

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my
official seal to be affixed this 30th day of October, 2006.

John Garamendi
Insurance Commissioner

By

Pauline D'Andrea
 Pauline D'Andrea



Company Profile

Company Search

Company Search Results

Company Information

Old Company Names

Agent for Service

Reference Information

NAIC Group List

Lines of Business

Workers'

Compensation

Complaint and

Request for

Action/Appeals

Contact Information

Financial Statements PDF's

Annual Statements

Quarterly Statements

Company Complaint

Company Performance & Comparison Data

Company Enforcement Action

Composite Complaints Studies

Additional Info

Find A Company Representative In Your Area

View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY

P.O. BOX 5077
SIOUX FALLS, SD 57117-5077

Old Company Names

Effective Date

Agent For Service

NANCY FLORES
C/O CT CORPORATION SYSTEM
818 WEST SEVENTH STREET, SUITE 930
LOS ANGELES CA 90017

Reference Information

| | |
|--------------------------------|---------------------|
| NAIC #: | 13188 |
| California Company ID #: | 0761-7 |
| Date Authorized in California: | 07/29/1930 |
| License Status: | UNLIMITED-NORMAL |
| Company Type: | Property & Casualty |
| State of Domicile: | SOUTH DAKOTA |

[back to top](#)

NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

[back to top](#)

DOCUMENT 00 45 26WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:


Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of the Contract.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

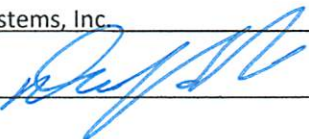
DOCUMENT 00 45 50PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the labor compliance program, if in use on this Project.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 55**DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE(s)") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

Section 2001 of the Public Contract Code requires school districts to require each Bidder to provide in its bid certain information about its Subcontractors. In addition to completing this certification as indicated herein, each Bidder must provide the information related to DVBEs as required in the Designated Subcontractors List.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Contractor to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Contractor will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Contractor shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DVBE PARTICIPATION REPORT

Contractor Name: American Modular Systems, Inc. Date: May 24, 2016Project Name: Facilities Supply Contract Project Number: _____

| DVBE Firm Name | Trade / Portion of Work | Subcontract/ Contract Value |
|--|-------------------------|--------------------------------|
| NONE - Good Faith Effort | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Add more sheets as needed to include all information for each DVBE | | |

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____ X _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 60**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT/CONTRACT NO.: Facility Supply Services Contract Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code sections 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 65TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").


This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 45 85CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: Facility Supply Services Contract between Santa Rita Union School District (the "District" or the "Owner") and American Modular Systems, Inc. (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Contractor, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

 X Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is: **Name:** _____ **Title:** _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: May 24, 2016

Proper Name of Contractor: American Modular Systems, Inc.

Signature: _____ 

Print Name: Daniel Sarich

Title: President

END OF DOCUMENT

DOCUMENT 00 52 13**AGREEMENT**

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Santa Rita Union School District ("District" or "Owner") and _____ ("Contractor") ("Agreement"). The District and the Contractor agree as follows:

1. **The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

PROJECT: **Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites**

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. **The Contract Documents:**

- 2.1. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.

- 2.2. **Interpretation of Contract Documents:** Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:

- 2.2.1. District-approved modifications, beginning with the most recent (if any);
- 2.2.2. Agreement;
- 2.2.3. Special Conditions (if any);
- 2.2.4. Supplemental Conditions (if any);
- 2.2.5. General Conditions;
- 2.2.6. Remaining Division 0 documents (Documents beginning with "00");;
- 2.2.7. Division 1 Documents (Specifications – General Conditions; Documents beginning with "01");
- 2.2.8. Division 2 through Division 32 documents (Technical Specifications);
- 2.2.9. Figured dimensions;

In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

3. **Time For Completion:** It is hereby understood and agreed that the Contractor shall complete the Work within _____ (_____) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed. The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.

4. **Completion-Extension Of Time:** If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

5. **Liquidated Damages:** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor shall forfeit to District the following sum(s) ("Liquidated Damages"):
 - **Project Completion:** One Hundred dollars (\$100.00) per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.

- 5.1. It is hereby understood and agreed that neither the total cumulative Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.

- 5.2. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions.

- 5.3. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages including any portion that exceeds the amount of the Contract Price then held, retained or controlled by District.

- 5.4. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

- 5.5. District may extend the Contract Time if Work is delayed for causes outside the Contractor's control, as further described in the General Conditions. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

6. **Loss or Damage:** District and its authorized representatives shall not be answerable or suffer loss, damage, expense, or liability for any loss or damage that occurs to the Work, or any part thereof, during its construction and before Completion. Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

7. **Insurance and Bonds:** Contractor shall provide all required certificates of insurance, and payment and performance bonds.

8. **Performance of Work:** If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.

9. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
10. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
11. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type B Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
12. **Payment of Prevailing Wages:** Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
13. **Labor Compliance Program:** If a labor compliance program is implemented for the Project, Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the labor compliance program administered by the District and/or the California Department of Industrial Relations. Compliance shall include, without limitation, the requirement that Contractor and all of its Subcontractors timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment.
14. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in the amounts stated below, to perform the Work according to the Contract Documents. District covenants, promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the following amount(s):

Dollars

(\$ _____), (Base Contract Amount)

- 14.1. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
15. **Authority of Contractor's Representative:** Contractor hereby certifies that its legal representative as defined in the General Conditions and the person(s) it employees on the Project at or above the level of project superintendent, each have the authority to legally bind the Contractor.
16. **Severability:** If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated: _____, 20__

Dated: _____, 20__

SANTA RITA UNION SCHOOL DISTRICT

CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF DOCUMENT

DOCUMENT 00 54 50**ESCROW OF BID DOCUMENTATION****1. Requirement to Escrow Bid Documentation**

- 1.1. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract. This material is referred to as "Escrow Bid Documentation." The Escrow Bid Documentation will be held in escrow by the District for the duration of the Contract.
- 1.2. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes **all** written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- 1.3. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of price adjustment discussions, change orders and claims disputes.
- 1.4. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- 1.5. **NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ESCROW BID DOCUMENTATION IS SUBMITTED AND APPROVED.**
- 1.6. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- 2.1. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- 2.2. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- 3.1. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required.

- 3.2. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review.
- 3.3. **Subcontractors.** The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal.
- 3.4. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- 3.5. **All costs shall be identified.** For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- 3.6. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. **Submittal of Escrow Bid Documentation**

- 4.1. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- 4.2. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.
- 4.3. **Subcontractors.** If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate escrow documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor. Each subcontractor's documents can be sealed within Contractor's Escrow Bid Documentation and will only be opened if the change order or dispute at issue relates to that subcontractor(s)' scope of work.
- 4.4. If Contractor wishes to subcontract any portion of the Work after award of the Contract, District retains the right to require Contractor to submit escrow documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- 5.1. The Escrow Bid Documentation will be placed in escrow, for the term of the Contract, at the District offices.
- 5.2. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - 5.2.1. As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - 5.2.2. Access to the Escrow Bid Documentation may take place only in the presence of duly designated representatives of both the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative may examine the Escrow Bid Documents alone upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of the Contractor does not appear at the time set.
 - 5.2.3. **Subcontractor.** If a subcontractor has submitted sealed information to be included in the Escrow Bid Documentation, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an **ADDITIONAL THREE (3)** calendar days notice if a representative of that subcontractor does not appear at the time set.
- 5.3. The Escrow Bid Documentation will be returned to Contractor when the District accepts Project Completion, when all of Contractor's claims (if any) have been resolved to District's and Contractor's satisfaction, and when the Contractor certifies that it has no further claims against the District.

END OF DOCUMENT

DOCUMENT 00 54 55**ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION**
(Public Contract Code § 22300)

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the following:

Santa Rita Union School District ("District" or "Owner"), whose address is 57 Russell Road, Salinas, California, and

_____, ("Contractor"), whose address is _____, and

_____, ("Escrow Agent"), a state or federally chartered bank in California, whose address is _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the Facilities Supply Contract Project, in the amount of _____ (\$ _____) dated, _____, 20____, (the "Contract"); **or**
 - ☐ On written request of Contractor, District shall make payments of the retention earnings for the Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings under subsection "(a)" above, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention pursuant to the Contract.

Securities shall be held in name of Santa Rita District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in the form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:_____
Title_____
Name_____
Signature_____
Address**On behalf of Contractor:**_____
Title_____
Name_____
Signature_____
Address**On behalf of Escrow Agent:**_____
Title_____
Name_____
Signature_____
Address

At the time the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed copy of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

DOCUMENT 00 61 14**PERFORMANCE BOND (100% of Contract Price)****(Note: Bidders must use this form, NOT a surety company form.)****KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Santa Rita Union School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its

obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

Surety

 (Name of Principal)

 (Name of Surety)

 (Signature of Person with Authority)

 (Signature of Person with Authority)

 (Print Name)

 (Print Name)

 (Name of California Agent of Surety)

 (Address of California Agent of Surety)

 (Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 15**PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)****(Note: Bidders must use this form, NOT a surety company form.)****KNOW ALL PERSONS BY THESE PRESENTS:**

WHEREAS, the governing board ("Board") of the Santa Rita Union School District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in division 4, part 6 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal**Surety**

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 65 36**WARRANTY AND GUARANTEE FORM**

1. _____ ("Contractor")

hereby agrees that the _____ ("Work" of Contractor)

which Contractor has installed for the Santa Rita Union School District ("District")

for the following project: **Facility Supply Services Contract, Modular Classroom Buildings and Modular Toilet Room Buildings at Various Sites** was performed in accordance with the requirements of the Contract Documents and that the Work as installed fulfills the requirements of the Contract Documents.

2. Contractor agrees to repair or replace all of the Work that may prove to be defective in workmanship or material and any other adjacent Work that may be displaced in connection with such replacement within a period of _____ **YEAR(S)** from the date of Completion as defined in the Contract, ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20____.
3. In the event Contractor fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by District, but not later than **TEN (10)** calendar days after being notified in writing by District, Contractor authorizes District to proceed to repair or replace the defective Work at the expense of Contractor. Contractor shall pay the costs and charges therefor upon demand.
4. **Representatives to be contacted for service subject to the terms of Contract:**

NAME: _____

ADDRESS: _____

PHONE NO.: _____

EMAIL: _____

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.5. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.

1.1.6. Completion: When the entire Work shall have been completed to the satisfaction of District, including all punch list items. Final DSA approval of the Project is not required for Completion.

1.1.7. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to District.

1.1.8. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.9. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.9.1.** Invitation to Bid
- 1.1.9.2.** Instructions to Bidders
- 1.1.9.3.** Bid Form
- 1.1.9.4.** Bid Bond (Security)
- 1.1.9.5.** Designated Subcontractors List
- 1.1.9.6.** Noncollusion Affidavit
- 1.1.9.7.** Worker's Compensation Certification
- 1.1.9.8.** Prevailing Wage and Related Labor Requirements Certification
- 1.1.9.9.** Disabled Veteran's Business Enterprise Participation Certification
- 1.1.9.10.** Drug-Free Workplace Certification

- 1.1.9.11. Tobacco-Free Environment Certification
 - 1.1.9.12. Criminal Background Investigation/Fingerprinting Certification
 - 1.1.9.13. Escrow of Bid Documentation (if applicable)
 - 1.1.9.14. Escrow Agreement for Security Deposits in Lieu of Retention
 - 1.1.9.15. Performance Bond
 - 1.1.9.16. Payment Bond (Contractor's Labor and Material Bond)
 - 1.1.9.17. Agreement
 - 1.1.9.18. Warranty and Guarantee Form
 - 1.1.9.19. General Conditions
 - 1.1.9.20. Special Conditions
 - 1.1.9.21. Project Plans, Specifications, Technical Specifications, and Drawings
 - 1.1.9.22. Change Orders or written modifications to the above documents if approved in writing by the District
- 1.1.10. **Contract Price:** The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- 1.1.11. **Contract Time:** The time period stated in the Agreement for the Completion of the Work.
- 1.1.12. **Contractor:** The person or persons identified in the Agreement as contracting to perform the Work , or the legal representative of such person(s).
- 1.1.13. **Daily Job Report(s):** Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.
- 1.1.14. **Day(s):** Unless otherwise designated, day(s) means calendar day(s).
- 1.1.15. **District:** The public agency or the school district for which the Work is performed.
- 1.1.16. **Drawings:** (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- 1.1.17. **DSA:** Division of the State Architect.
- 1.1.18. **Force Account Directive:** A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work, Contractor performs on a time and materials basis.
- 1.1.19. **Labor Compliance Program:** (or "LCP") The program and related documents and practices necessary for the program by which the District and/or the California Department of Industrial Relations ensures that Contractor and all Subcontractors pay prevailing wages to all workers performing Work on the Project.
- 1.1.20. **Premises:** The real property owned by the District on which the Project Site is located.
- 1.1.21. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- 1.1.22. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.
- 1.1.23. **Project:** The planned undertaking as provided for in the Contract Documents.

- 1.1.24. Project Inspector:** (or “Inspector”) The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.
- 1.1.25. Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project then all references to Project Manager shall refer to District.
- 1.1.26. Provide:** Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.
- 1.1.27. Request for Information:** (or “RFI”) A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.
- 1.1.28. Request for Substitution:** A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.
- 1.1.29. Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).
- 1.1.30. Safety Plan:** Contractor’s safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.
- 1.1.31. Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.
- 1.1.32. Shop Drawings:** All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.
- 1.1.33. Site:** The Project site as shown on the Drawings.
- 1.1.34. Specifications:** That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.
- 1.1.35. Subcontractor:** A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.
- 1.1.36. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.
- 1.1.37. Surety:** The person, firm, or corporation that executes as surety the Contractor’s Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.
- 1.1.38. SWPPP:** The District’s Storm Water Pollution Prevention Plan.

- 1.1.39. Work:** All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

1.2. Assignment

Contractor shall not assign this Contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of the Work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

1.3. Prohibited Interests

No official of the District and no District representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the District to exercise any executive, supervisory or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Contract or in any part thereof.

1.4. Notice And Service Thereof

- 1.4.1.** Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

- 1.4.1.1** If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;
- 1.4.1.2.** If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
- 1.4.1.3.** If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
- 1.4.1.4.** If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

1.5. Substitution

Pursuant to Public Contract Code Section 3400(b) the District may make a finding that designates certain products, things, or services by specific brand or trade name. If the District decides to designate certain products, then a

process for requesting substitutions will be set forth.

2. DISTRICT

2.1. Occupancy

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of the Work covered by this Contract.

2.2. District's Status

2.2.1. In general and where appropriate and applicable, the District may designate a staff member to be the District's representative during the construction period and shall observe the progress and quality of the Work on behalf of the District. He or she shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract Documents.

2.2.2. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this Contract.

2.3. District's Decisions

Contractor shall promptly notify the District in writing if the District fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to, the execution and progress of the Work.

3. ARCHITECT

3.1. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

3.5. In case of ambiguity, conflict, or lack of information, Architect shall furnish with reasonable promptness, additional instructions by means of drawing or otherwise, necessary for proper execution of work. All such

drawings and instruments shall be consistent with Contract documents, true developments thereof, and reasonably inferable therefrom.

4. CONSTRUCTION MANAGER

- 4.1.** If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.
- 4.2.** Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.
- 4.3.** If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Inspection Fees for Permanent Utilities

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District.

5.2. District's Inspector

- 5.2.1** All Inspectors shall be retained by the District.
- 5.2.2** If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- 5.2.3** All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.
- 5.2.4** **In-plant Inspection.** In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with

full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A copy of the Inspector's Verified Report and Agency Architect's punchlist shall accompany each building to storage of the site(s).

- 5.2.5 On-site Inspection.** The Site Inspector shall do on-site inspection. All work, which the manufacturer or his subcontractors perform at the site, shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

5.3. Tests And Inspections

- 5.3.1** If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or approved, Contractor shall provide the District Representative at least TWO (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by the District. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- 5.3.2.** If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- 5.3.3.** Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- 5.3.4.** In advance of the manufacturing of materials to be supplied by Contractor, which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials, which have not satisfactorily passed such testing, and inspection shall not be incorporated into the Work.
- 5.3.5.** The District may order reexamination of the Work. If so ordered, the Work must be uncovered or deconstructed by Contractor. If the Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

6. CONTRACTOR

6.1. Workers

- 6.1.1.** Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- 6.1.2.** Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be

dismissed from work and shall not again be employed on it except with the written consent of District.

- 6.1.3.** The District reserves the right to request that the Project Supervisor be replaced immediately.

6.2. Laws And Regulations

- 6.2.1.** Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.
- 6.2.2.** Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

6.3. Permits And Licenses

- 6.3.1.** District shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.
- 6.3.2.** The District shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities.
- 6.3.3.** Before acceptance of the Project, the Contractor shall submit all licenses, permits, and required approvals to the District.

6.4. Materials

- 6.4.1.** Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- 6.4.2.** Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- 6.4.3.** Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- 6.4.4.** No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly

retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

- 6.4.5.** Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

6.5. Contractor's Supervision

- 6.5.1.** Unless personally present on the premises where the Work is being done, Contractor shall keep on the Work, during its progress, a competent (project) superintendent.
- 6.5.2.** Contractor shall give efficient supervision to the Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the District.

6.6. Documents on Work

- 6.6.1.** Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the District and District representative. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this project, particularly Titles 17, 19, 21 and 24.

6.7. Protection of Work And Property

- 6.7.1.** The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents.
- 6.7.2.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special

instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

- 6.7.3.** Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto. Contractor shall:

- 6.7.3.1.** Deliver materials to the building area over a route agreed upon with the District.
- 6.7.3.2.** Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.
- 6.7.3.3.** Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

6.8. Cleaning Up

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. Contractor shall not leave debris under, in, or about the premises. Upon completion of the Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration.

6.9. Fingerprinting

The determination of fingerprinting requirements are set forth in the Special Conditions.

- 6.9.1.** Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

- 6.9.1.1.** If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and

Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

6.9.2. Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

6.9.2.1 If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

6.10. Drugs, Tobacco, Alcohol, Animals

The Contractor shall prohibit and take all steps necessary to ensure that its and its subcontractors' employees do not possess, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project site. The Contractor shall take all necessary steps to ensure that its and its subcontractor's employees comply with all applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Contractor shall prohibit and prevent its employees and subcontractor's employees from bringing any animal onto the Project.

7. SUBCONTRACTOR

- 7.1.** Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the Contract between the contractor and the subcontractor.
- 7.2.** District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.

- 7.3.** Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

8. OTHER CONTRACTS/CONTRACTORS

- 8.1.** District reserves the right to let other contracts in connection with this Work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his Work with theirs.
- 8.2.** To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and the Contract Documents.
- 8.3.** Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously.

9. DRAWINGS AND SPECIFICATIONS

9.1. Contract Documents.

Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

9.2. Interpretations.

Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in the contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:

- 9.2.1** Special Conditions shall take precedence over General Conditions.
- 9.2.2** Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.

9.3. Standards, Rules, and Regulations

Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

9.4. Copies Furnished

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

9.5. Ownership of Drawings

- 9.5.1** All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.
- 9.5.2** In the event the contract requires the use of Contractor trade secrets, copyrights, proprietary systems of the release of said information, a confidential agreement (non-Disclosure Agreement) may be required by Contractor.

9.6. Examination of Contract Documents

Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

9.7. Additional Instructions

After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of the Work.

9.8. Quality of Parts, Construction and Finish

All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such approval as may be necessary for the proper performance of Work.

9.9. Contractor's Variation from Contract Document Requirements

If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

10.1. Progress Schedule

- 10.1.1.** Within SEVEN (7) days after the date of the request from the District, Contractor shall prepare a baseline progress schedule in hard copy and electronic form and shall submit this schedule for the District's approval. The schedule shall include milestones and shall include the "critical path" of construction. Contractor's failure to incorporate all elements of work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule.
- 10.1.2.** Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time.

10.2. Submittals

- 10.2.1.** As applicable to the Contractor's scope of work, Contractor shall furnish for approval, within THIRTY (30) days following execution of the Contract, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications.
- 10.2.2.** Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the Project.
- 10.2.3.** This provision shall not authorize any extension of time for performance of this Contract. The District representative will check and approve such samples only for conformance with the design concept of the Work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment ten (10) days is an insufficient amount of time to permit adequate review, District shall, within the initial ten (10) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- 10.2.4.** If the District's response results in a change in the Project, then such change shall be effected by a written change order.

10.3. Shop Drawings

- 10.3.1.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other contractor, subcontractor, District, other independent contractor or worker on the Project, three (3) copies and/or electronic copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the

cover sheet of the submittal.

- 10.3.2.** Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies and/or electronic copies, and furnish such other copies or electronic copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the Work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

11.1. Easements

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

11.2. Surveys

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall also be provided by the District.

11.3. Sanitary Facilities

Sanitary Facilities shall be supplied by the District.

11.4. Layout And Field Engineering

- 11.4.1.** District shall provide and maintain for the Contractor the locations of four (4) corners of the building(s) and finish floor elevations.
- 11.4.1.** Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed.

11.5. Removal of Hazardous Materials

- 11.5.1.** Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.
- 11.5.2.** In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written

agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Section 22.3.

11.6. Cutting And Patching

All required cutting and patching of site condition, asphalt or concrete is not a part of this contract.

11.7. Access To Work

District and its representatives shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that the District's representatives may perform their functions under the Contract.

11.8. Soils Investigation Report

- 11.8.1.** When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor and shall be a part of the Contract.
- 11.8.2.** Any soils and investigation reports required by DSA to be provided by the District.
- 11.8.3.** Any soils mitigation or treatment needed per recommendations of Soils Investigation Report shall be provided by the District.

11.9. Compliance With State Storm Water Permit for Construction

As required per the Contractor's Scope of Work:

- 11.9.1.** The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The District shall be responsible for filing the Notice of Intent and for obtaining the Permit. The District shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work
- 11.9.2.** Contractor shall be responsible for complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.
- 11.9.3.** Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- 11.9.4.** Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting

from the negligence or willful misconduct of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with the Permit.

11.10. Utilities

All utilities, including, but not limited to electricity, water, and gas, used on work shall be furnished and paid for by the District.

11.11. Temporary Facilities

Temporary water, electric light and power, corporation yard, parking, and toilet facilities as may be required at each site and compliance with such requirements and restrictions for their use as may be prescribed by authorities having jurisdiction shall be the responsibility of the District.

12. TRENCHES

12.1. Trenches and Excavations Five Feet or More in Depth

The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.

12.2. Trenches and Excavations Deeper than Four Feet

If Work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.2.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.2.2 Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.

12.3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

12.4. The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract Documents, such work shall be performed pursuant to a contract separate from any other Work to

be performed as required by Section 25914.2 of the Health and Safety Code, as may be amended from time to time.

- 12.5.** In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

13. INSURANCE AND BONDS

13.1. Contract Security

At the request of the District, prior to commencing any portion of the Work, the Contractor shall apply for and furnish the District separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the District's approved form.

13.2. Worker's Compensation Insurance

- 13.2.1.** The Contractor shall provide, during the life of this Contract, workers' compensation insurance for all of his employees engaged in work under this Contract, on or at the site of the Project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the site of the Project, is not protected under the workers' compensation statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.

- 13.2.2.** Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.

- 13.2.2.1.** Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- 13.2.2.1.1.** The Voluntary Compensation Endorsement; and

- 13.2.2.1.2.** Broad Form All States Endorsement; and

13.3. Commercial General Liability And Property Damage Insurance

- 13.3.1.** Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this Contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- 13.3.2.** Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- 13.3.3.** Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- 13.3.4.** Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, and the District's consultants, individually and collectively, as additional insured using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- 13.3.5.** The coverage afforded by the additional insured endorsement described in paragraph (d) above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing to such coverage.
- 13.3.6.** Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- 13.3.7.** All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs (d) and (e), above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.

- 13.3.8.** Contractor and District release each other, and their respective authorized representatives, from any Claims (as further defined in Article 25), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.
- 13.3.9.** If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
- 13.3.9.1.** The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
 - 13.3.9.2.** Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract, including the requirement of adding all additional insureds.
 - 13.3.9.3.** If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Contract.
 - 13.3.9.4.** The policy allows for reporting of circumstances or incidents that might give rise to future claims.
- 13.3.10.** Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the Contract, and District may, at its option, terminate the Contract for any such default by Contractor.
- 13.3.11.** The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- 13.3.12.** District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- 13.3.13.** All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

13.4. Automobile Liability Insurance

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

13.5. Proof Of Carriage of Insurance

- 13.5.1.** Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted

to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by

the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District, the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 13.5.2.** Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its directors and officers, employees, agents or representatives shall be named as additional insureds and a waiver of subrogation shall be provided in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or stop the Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing the coverage set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Contract until the District has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance, including all endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- 13.5.3.** It is understood and agreed to by the parties hereto and the insurance company(ies), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 13.5.4.** Contractor shall pass down the insurance obligations contained herein to all tiers of sub contractors working under this Contract.

13.6. Substitution of Security

- 13.6.1.** Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
- 13.6.1.1.** The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
- 13.6.1.2.** Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to

the amounts of retention to be paid to the Contractor pursuant to this section.

- 13.6.1.3.** The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:

13.6.1.3.1. The amount of securities to be deposited,

13.6.1.3.2. The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

13.6.1.3.3. Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,

13.6.1.3.4. Decrease in value of securities on deposit,

13.6.1.3.5. The termination of the escrow upon completion of the contract.

- 13.6.1.4.** The Contractor shall obtain the written consent of the surety to such agreement.

- 13.6.1.5.** As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Guarantee

Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. So long as District forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made. In the event of failure of the Contractor to commence or pursue with diligence a defect within TEN (10) days after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who shall pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within TEN (10) days, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged

against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

14.2. Indemnification

Contractor shall defend, indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

14.3. Patents, Royalties, And Indemnities

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

15. TIME

15.1. Time For Completion

The Project shall be commenced after District issues a Notice to Proceed and shall be completed by Contractor in the time specified in the Special Conditions. All Contract Documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract must be received by District within ten (10) days of Contract execution. The District has stipulated in the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the Project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the Work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until the Work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said

liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith.

15.2. Inclement Weather

Contractor shall abide by the District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (e.g., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this Contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (e.g., interior work).

15.3. Extension of Time

Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within ten (10) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.

15.4. Determining Damages for Delay

District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was executed. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project.

15.5. Removal or Relocation of Main or Trunkline Utility Facilities

The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunkline utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation

work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof. Alternatively, the District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, or the District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Further, nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

16. CHANGES TO THE WORK

16.1. Change Order Work

- 16.1.1** The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 16.1.2** All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 16.1.3. District Initiated Change.** The Contractor must submit a complete cost proposal, including any change in the Contract time, within SEVEN (7) days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than SEVEN (7) days.
- 16.1.4. Contractor Initiated Change.** The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within SEVEN (7) days of discovery of the facts giving rise to the proposed change order.
- 16.1.5.** Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 16.1.6.** Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 16.1.7.** If the Contractor fails to submit the cost proposal within the SEVEN (7) day period (or as requested), the

District has the right to order the Contractor in writing to commence the Work immediately on a force account basis.

- 16.1.8.** Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:

16.1.8.1 **Unit Cost.** If scope of work is included in Bid Matrix, said pricing shall be used.

16.1.8.2 **Labor.** The costs of labor will be the actual cost for published prevailing wages for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

16.1.8.2. **Materials.** The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice.

16.1.8.3. **Tool and Equipment Use.** No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

16.1.8.4. **Overhead. Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

16.1.8.4.1. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

16.1.8.4.2. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.

16.1.8.4.3. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

16.1.8.4.4. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.

16.1.8.4.5. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

- 16.1.9.** For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 16.1.10.** For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 16.1.11.** Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 16.1.12.** If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 16.1.13.** No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.
- 16.1.14.** Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

17. REQUEST FOR INFORMATION

- 17.1.** Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.
- 17.2.** Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.
- 17.3.** Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity.

18. PAYMENTS

18.1. Payments And Retention

- 18.1.1.** Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within THIRTY (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within SEVEN (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncompleted with.
- 18.1.2.** The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within SIXTY (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
- 19.1.2.1** The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 19.1.2.2.** The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - 19.1.2.3.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - 19.1.2.4.** After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- 18.1.3.** This Contract is subject to the provisions of Public Contract Code section 7107.
- 18.1.4.** At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining

payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.

- 18.1.5.** Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance.

18.2. Payments Withheld

- 18.2.1.** In addition to amounts, which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:

- 18.2.1.1.** Stop Payment Notice Claims.
- 18.2.1.2.** Defective work not remedied.
- 18.2.1.3.** Failure of Contractor to make proper payments to its subcontractors or suppliers.
- 18.2.1.4.** Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.
- 18.2.1.5.** Damage to another contractor or third party.
- 18.2.1.6.** Amounts which may be due the District for claims against Contractor.
- 18.2.1.7.** Failure to provide updates on the construction schedule.
- 18.2.1.8.** Site clean-up.
- 18.2.1.9.** Failure of the Contractor to comply with requirements of the Contract Documents.
- 18.2.1.10.** Liquidated damages.
- 18.2.1.11.** Legally permitted penalties.

- 18.2.2.** Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

- 18.2.3.** District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

18.3. Payments By Contractor

Contractor shall pay:

- 18.3.1.** For all transportation and utility services, not later than the twentieth (20th) day of the calendar month following that in which such services are rendered;
- 18.3.2.** For all materials, tools, and other expendable equipment to the extent of ninety-five percent (95%) of cost thereof, not later than the twentieth (20th) day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the thirtieth (30th) day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used; and
- 18.3.3.** To each of his subcontractors, not later than the fifth (5th) day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

19. COMPLETION OF WORK**19.1. Closeout Submittals**

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

19.2. Record ("As Built") Drawings

- 19.2.1.** DSA Approved Project Specific drawings shall be considered the "As Built" Drawings. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or the District. Contractor shall mark the set to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.

20. NONCONFORMING WORK AND CORRECTION OF WORK**20.1. Deductions For Uncorrected Work**

If District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract Price shall be made therefore.

20.2. Correction Of Work Before Final Payment

- 20.2.1.** Contractor shall promptly remove from the premises all Work condemned by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute

his own Work to comply with contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

- 20.2.2** If Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

21. TERMINATION AND SUSPENSION

21.1. District's Right To Terminate Contract

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said Work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough Properly skilled workers or proper materials to complete the Work in the time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise substantially violate any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within FIVE (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. Upon the termination of the Contract as provided above, District shall immediately serve upon surety and the Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within FIVE (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this Contract and does not commence performance thereof within SEVEN (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by the Contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project Work itself, the surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, surety shall provide the District with evidence of responsibility of surety's proposed contractor or contractors. District shall be entitled to reject surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are nonresponsive. If surety provides District written notice of its intention to take over and perform this Contract, within FOURTEEN (14) days of such written notice of intent to take over and perform, surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Section 10.1 above. Contractor and his surety shall be liable to District for any excess cost

or other damages occasioned the District as a result of surety or surety's contractor or contractors' takeover and performance.

If the District takes over the Work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the Work and necessary therefore. If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay

the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this Contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the Contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

22. DISPUTES AND CLAIMS

22.1. Resolution Of Construction Claims of \$375,000 Or Less

- 22.1.1.** For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").
- 22.1.2.** For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.
- 22.1.3.** Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within FORTY-FIVE (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within SIXTY (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within THIRTY (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within FIFTEEN (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- 22.1.4.** Within FIFTEEN (15) days of receipt of the District's response, if claimant disputes District's written response or within FIFTEEN (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within THIRTY (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.
- 22.1.5.** If a civil action is filed to resolve claims, within SIXTY (60) days (but no earlier than THIRTY (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within FIFTEEN (15) days, shall be commenced within THIRTY (30) days of the submittal and concluded within FIFTEEN (15) days from the commencement of the mediation unless time is extended upon a good cause

showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

- 22.1.6.** If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (title 4 [commencing with section 2016.010] of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.
- 22.1.7.** Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.
- 22.1.8.** Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.2. Resolution of Construction Claims in Excess Of \$375,000

- 22.2.1.** If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 72. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- 22.2.2.** Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- 22.2.3.** The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- 22.2.4.** The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- 22.2.5.** A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The

initial mediation session shall commence within THIRTY (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

- 22.2.6.** At least TEN (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- 22.2.7.** Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- 22.2.8.** Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than FIVE (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- 22.2.9.** The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- 22.2.10.** The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- 22.2.11.** Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- 22.2.12.** The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- 22.1.13.** If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to ONE (1) arbitrator, unless they agree to THREE (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.

22.1.14. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

22.3. Governing Law And Venue

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in the County in which District resides.

22.4. Notification of Third Party Claims

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this Contract, and the District may charge back to the Contractor the cost of any such notification.

23. LABOR, WAGES & HOUR, APPRENTICE AND RELATED PROVISIONS

23.1. Wage Rates, Payroll Records And Debarment

23.1.1 The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

23.1.2 The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

23.1.3 As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board members, and its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the Prevailing Wage Laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.

- 23.1.4.** Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.
- 23.1.5.** It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,
- 23.1.5.1.** Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- 23.1.5.1.1** The information contained in the payroll record is true and correct.
- 23.1.5.1.2.** The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
- 23.1.5.2.** The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:
- 23.1.5.2.1** A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- 23.1.5.2.2** A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5.2.3.** A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.
- 23.1.5.3.** The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.
- 23.1.5.4.** A contractor or subcontractor shall file a certified copy of the records enumerated in

subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

- 23.1.5.5.** Except as provided in subdivision 23.1.5.6., any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.
- 23.1.5.6** (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. (2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.
- 23.1.5.7.** The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.5.8.** The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- 23.1.5.9.** The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section."

23.2. Debarment

The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with

a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

23.3. Apprentices

Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

23.4. Hours of Work

- 23.4.1.** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, EIGHT (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to EIGHT (8) hours during any one calendar day and FORTY (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of EIGHT (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of EIGHT (8) hours per day at not less than one and one-half times the basic rate of pay.
- 23.4.2.** The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- 23.4.3.** Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions, which apply to this Contract. Should District request expedited schedule, Contractor and District will agree to Change Order prior to commencement of work.

23.5. Labor Compliance Monitoring And Enforcement

- 23.5.1.** Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any contract for public works. The District may not enter into a contract for a public works project with an unregistered contractor.
- 23.5.2.** Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning

with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate.

Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects, whether new or ongoing, on or after January 1, 2016.

- 23.5.3.** Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

23.6. Labor/Employment Safety

The Contractor shall maintain emergency first aid treatment for his employees, which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

24. MISCELLANEOUS

24.1. Excise Taxes

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any contract amount.

24.2. Assignment of Antitrust Actions

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

24.3. Provisions Required By Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Contract shall forthwith be physically amended to make such insertion or correction.

END OF DOCUMENT

DOCUMENT 00 71 00**SPECIAL CONDITIONS****1. General**

These special Conditions supplement and modify the General Conditions for Construction Contracts, current modification, and include by reference the Further Conditions of Bid as listed on the Bid form. The work requires that the underground electrical and plumbing work be completed by the District prior to or after the arrival and installation of the modules by the Contractor and that the electrical and plumbing connections and concrete walks, mow strips and curbs be completed by the District after installation of the modular building(s) by the modular building Contractor.

2. Commencement and Completion of Work

This project consists of two Phases. Phase I is the design of the project and Phase II the construction and installation.

Phase I shall consist of the time allocated for preparation of "Construction Drawings and Specifications" and any necessary corrections to those construction drawings and/or specifications and identified by the Owner/Architect or by DSA for those modular buildings to be produced, installed and completed under this Contract all as identified in the "Bid Form".

For those buildings identified by the model number, the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor. For those buildings identified by the model number plus the "additive alternates", the time for preparation of the "Construction Drawings and Specifications" shall be agreed upon between the District and Contractor and so stipulated in the District Purchase Order or Notice to Proceed.

- A. The time allocated for the District and the Architect checking shall be SEVEN (7) days.
- B. The time allocated for the contractor to complete the District/Architect corrections and resubmit to the District/Architect shall be SEVEN (7) days from the receipt of such corrections.
- C. The review time by the DSA shall not be included in either Phase I or Phase II.
- D. The time allocated for the completion of all the DSA corrections by the contractor shall be SEVEN (7) days from the receipt of such corrections.
- E. Any Department of State Architect Fees required for plan approval shall be the responsibility of the School District.

In the event that the Contractor requires more time to complete the work of Phase I than allocated, all additional time shall be a part of the Phase II work unless such additional time can be justified. Phase II work shall consist of the execution of the Contract and the actual construction, installation and completion of the modular building(s) all as indicated on the approved "Drawings and Specifications"

The Contractor's receipt of the work shall commence upon written notification from the District to proceed with Phase II, and the site specific stamped, approved plans and specifications by the Division of the State Architect and a job inspection card is issued.

Upon receipt of such notification, the Contractor shall have ninety (90) calendar days to complete the Phase II work for a building identified by the model number and installed on wood foundations and one hundred fifty (150) calendar days for a building identified by the model number and installed on concrete foundations. Two-story projects shall be completed within 180 days unless otherwise agreed with the District. Multiple installations will require additional calendar days for completion. Additional time for completion shall be negotiated and agreed to and so stipulated in the District Purchase Order or Notice to Proceed.

It is the responsibility of the District to indicate in the District Purchase Order or Notice to Proceed for those projects identified as requiring additional time.

3. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

4. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45122.1. Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

5. Liquidated Damages

The agreed liquidated damages provision is one hundred dollars and no/100 (\$100.00) per calendar day for each day the building(s) are delayed beyond the number of Phase II completion days specified in paragraph above, but in no case shall exceed 10% of the Contract price unless such delay(s) is caused by the sole negligence or willful misconduct by the Contractor.

6. Insurance Policy Limits.

The limits of insurance shall not be less than:

| | | |
|--|--|---|
| Commercial General Liability | Combined Single Limit | [\$1,000,000] per occurrence; [\$2,000,000] aggregate |
| | Product Liability and Completed Operations | [\$1,000,000] per occurrence; [\$2,000,000] aggregate |
| Automobile Liability – Any Auto | Combined Single Limit | [\$1,000,000] per occurrence; [\$2,000,000] aggregate |

| | | |
|-----------------------------|--|--|
| Workers Compensation | | Statutory limits pursuant to State law |
| Employers' Liability | | [\$2,000,000] |

7. Permits, Certificates, Licenses, Fees, Approval

All permits will be paid for by the District.

8. Project Inspection

8.1. In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor acknowledges that the DSA inspection, approval and certification process for projects was revised in 2012-2013 and that Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from 2012-2013: PR 13-01 (Procedure: Construction Oversight Process) - Duties of Contractor related to the use of "Project Inspection Card" (Form DSA 152).

8.2. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

8.3. If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Contractor shall correct the work immediately.

8.4. Verify that forms DSA 152 are issued for the project prior to the commencement of fabrication.

8.5. Meet with the design team, the Laboratory of Record and the Project Inspector to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.

8.6. Notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

8.7. Notify the Project Inspector of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.

8.8. Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a "Stop Work Order" from the DSA or the District and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

9. Bidder Qualifications

9.1. Bidder must have a DSA Approved PC Design for the three base bid building designs.

9.2. Bidder must have successfully completed and certified two (2) LEED Gold for Schools projects in the last five (5) years.

9.3. Bidder must have a CHPS Pre-approved PreFAB Classroom.

9.4. Bidder must have a registered and certified CHPS Verified Project.

9.5. Failure of to meet these Bidder Qualifications will deem Bidder non-responsive as cause for rejection of bid.

10. Modular Building Specific Special Conditions

10.1. District requires the purchase or lease and the installation of classroom buildings to be installed at school sites within Santa Rita School District. The District has not determined the amount or type of units that will be needed under this bid; however, the District reserves the right to order any combination of items in the bid in any number as needed from the successful awarded bidder.

10.2. All buildings shall be new modular buildings and must be of a construction that meets the requirements of the Division of the State Architect.

10.3. The work under this Contract shall include all labor, material, equipment, appliances, supervision and transportation necessary to furnish, deliver and install the buildings. Special handling and permit fees will be paid for by the District.

10.4. District shall be responsible for the preparation of the site(s). Each building area shall have a building pad area prepared to the following specifications:

10.4.1. Building pad(s) shall be constructed level. The maximum allowable slope of the pad shall be six (6) inches across the diagonal from front to rear. The slope across the front, side to side shall be level.

10.4.2. Building pad(s) shall be constructed to a point five (5) feet outside the building footprint in all directions.

10.4.3. The soil bearing value of the pad(s) shall be a minimum 1500 PSF.

10.4.4. The site area adjacent to the building(s) shall have proper drainage away from the building.

10.4.5. All vegetation shall be removed from the building pad area.

10.4.6. For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, rodent barriers, engineered fill, and building foundation flashing.

10.4.7. District shall provide four (4) corners and finish floor elevation at each building and maintain them as necessary.

10.4.8. Unobstructed truck access for delivery and placement of modulares 48 hours prior to delivery.

10.5. For concrete foundation unless otherwise noted, the District shall be responsible for the site demolition, import/export of soils, pad excavation, surveying, site improvements, backfilling, underground hazards, crawl space drainage, vent/access wells, and rodent barriers. Each building shall be provided with handicap ramp(s), where applicable, which shall be constructed in accordance with applicable code requirements and as indicated on the drawings. Ramps shall be constructed of steel

tubing with a minimum 13 ga. steel-walking surface. All walking surfaces shall be a non-skid type surface. Handicap ramp(s) shall be constructed as follows

- 10.5.1.** Accessible ramp(s) as shown on the drawings shall have a minimum landing area of seven (7) feet wide (across door) and five (5) feet deep with handrail. The ramp shall be a minimum four (4) feet wide by twelve (12) inches beyond ramp end. The ramp(s) shall be installed by the Contractor and shall include required electrical groundings. The transition at the ramp end to a required landing shall be the responsibility of the District, transitions and landing included.
- 10.6.** All building utilities shall be stubbed out to the exterior surface (vertical) of the building unless otherwise coordinated and directed by the Contractor. The connection of all utilities, (gas, water, sewer and electrical) and fire alarm shall be by the District. All utilities and fire alarm shall be terminated as shown on the bid drawings. The fire alarm system shall consist of conduit only with a pull rope. All equipment, conductors, and controls shall be by the District.
- 10.7.** All buildings shall be of clear span design. No interior columns shall be permitted and no intrusion at column locations shall be permitted beyond the surface of all exterior walls. Interior columns shall be allowed on sixty (60) foot long modules and snow load buildings only.
- 10.8.** All building overhangs shall include a smooth finished soffit when applicable. No exposed roof purlins or rafters will be allowed. The soffit finish shall be smooth with a maximum 1/8 inch butt joints at plywood finishes. All joints shall be properly caulked and finished. 22 gauge metal soffits are allowed.
- 10.9.** Panic hardware shall be provided at all exit doors in buildings with fifty (50) or more occupants.
- 10.10.** Building colors have not been determined at this time. Therefore, all bids shall include the painting of buildings from paint manufacturer's standard colors and shall include one body color and one accent color
- 10.11.** With each building(s) ordered, the Contractor shall supply to the District a letter certifying that the building(s) are asbestos free and were constructed with asbestos free materials. The letter shall contain the type and size of the buildings, date and place of manufacturing, serial number, location of site where it was installed, and the DSA application number.
- 10.12.** The live load and wind load for all modulares shall be as follows:
 - 10.12.1.** Floor load standard: 50 lbs. per square foot; buildings with wall partitions: 65 lbs. per square foot exit corridors, lobbies, ramps and landings: 100 lbs. per square foot; libraries and storage rooms: 150 lbs. per square foot for typical unless otherwise noted on the bid drawings.
 - 10.12.2.** Roof live load: 20 lbs. per square foot.
 - 10.12.3.** Wind load 80 MPH exposure "C".
- 10.13.** The Santa Rita School District reserves the right to award the Contract to the lowest responsible bidder, whose bid, in the sole opinion of the District, best meets the bid specifications and requirements as outlined in the bid documents. Any bid submitted which does not conform to the bid documents shall be considered in non-compliance and shall be rejected.
- 10.14.** The District shall pay all applicable sales tax.

10.15. All DSA over the counter fees and all DSA inspection fees will be paid by the District.

10.16. Bid Submittals: The following shall be submitted as part of the bid:

10.16.1. DSA PreApproved PC Design Drawings stamped by a California licensed Architect or Structural Engineer indicating the bidders of proposed design in compliance with the bid specifications for High Performance classroom with a synthetic stucco exterior and 1:12 pitch metal roof system, 5" concrete on metal deck floor system, and moment frame construction. No slab on grade system allowed.

10.17. Special site conditions that may require craning and pilot cars are not included in the bid pricing. Craning is only included in Item with the suffix –HP.

10.18. Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor. In the event that bidder has proprietary designs, trademarks, or patents, a non-disclosure may be required to be signed by District and Architect.

10.19. Concrete foundation to be based on approved foundation design per DSA Pre-Checked Design.

10.20. District shall be responsible for the cost of traffic control, coordinated through the Contractor.

10.21. District shall be responsible for the cost of security of staged modulares, coordinated through the Contractor.

10.22. District shall be responsible for the cost of off-site staging, if insufficient staging is provided at the site.

10.23. District shall provide a flow test report, should fire sprinklers be required.

10.24. District shall obtain all soils reports, if required.

10.25. Bids submitted not in compliance with the above shall be considered non-responsive and the bid shall be rejected.

END OF DOCUMENT

DOCUMENT 01 23 00**ALTERNATES AND UNIT PRICING****1. ALTERNATES AND UNIT PRICES****1.1. Related Documents and Provisions**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1.** General Conditions;
- 1.1.2.** Special Conditions;
- 1.1.3.** Bid Form and Proposal; and
- 1.1.4.** Instruction to Bidders.

2. ALTERNATES

There are no alternates for this contract.

3. UNIT PRICING**3.1. Description**

An amount proposed by Contractor and stated in its Bid Form Matrix for certain work defined in the Instruction to Bidders and Bid Form that may be priced by unit.

3.2. Unit Prices

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as requested and applicable. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

END OF DOCUMENT

DOCUMENT 01 52 10**SITE STANDARDS****1. GENERAL****1.1. Related Documents and Provisions**

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1.** General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- 1.1.2.** Special Conditions;
- 1.1.3.** Drug-Free Workplace Certification;
- 1.1.4.** Tobacco-Free Environment Certification;
- 1.1.5.** Criminal Background Investigation/Fingerprinting Certification; and
- 1.1.6.** Temporary Facilities and Controls.

1.2. Requirements of the District**1.2.1. Drug-Free Schools and Safety Requirements:**

1.2.1.1. All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Contractor-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.2.1.2. Contractor shall post: "Non-Smoking Area" in a highly visible location on Site. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.2.1.3. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.2.2. Language: Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.2.3. Disturbing the Peace (Noise and Lighting):

1.2.3.1. Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.2.3.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

- 1.2.3.3.** If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.2.4. Traffic:

- 1.2.4.1.** Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
- 1.2.4.2.** All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.
- 1.2.4.3.** District shall designate a construction entry to the Site. District shall designate a staging area so as not to interfere with the normal functioning of school facilities.
- 1.2.4.4.** Parking areas shall be reviewed and approved by District in advance.
- 1.2.4.5.** All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

MODULAR BUILDINGS SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

1.1.1. General Conditions;

1.1.2. Special Conditions;

1.2. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.3. Provided by District – Not in Contract

1.3.1 The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.

1.3.2 The site will be turf-free, cleared and graded to within six (6") inches of level grade for each building.

1.3.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.

1.3.4. The Contractor will be provided unobstructed delivery access to the location of each building. Among other things, unobstructed means that crane-lifting is not required to deliver or set the building(s).

1.3.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.

1.3.6. The District shall be responsible for and provide clear and unobstructed access to the site for the installation of the building(s).

1.3.7. The District shall be responsible for and provide adequate staging area adjacent to building footprint.

1.3.8. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.

1.3.9. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system

1.4. Definitions

1.4.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

1.4.2. **Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.

- 1.4.3. Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.
- 1.4.4. Department** – Santa Rita School District, the agency calling for the bid.
- 1.4.5. District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.4.6. Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.4.7. DSA** - Division of the State Architect, State of California.
- 1.4.8. Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.5. Submittals

The following material shall be submitted as part of the bid:

- 1.5.1.** DSA Approved PC drawings for each base bid building.
- 1.5.2.** BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.6. Stockpiling

Should the Contractor decide to stockpile buildings meeting these specifications, Contractor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, Contractor shall fully comply with all aspects of this bid.

1.7. Approval By the Division of the State Architect

The Contractor shall submit ONE (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within agreed to schedule after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within TEN (10) business days in the form of ONE (1) set of reproductive and TWO (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect within TEN (10) business days. The vendor shall have only ONE (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again TEN (10) business days. Re-submittals shall be delivered by email, express mail or may be delivered in person.

District will make any payment required in obtaining DSA approvals.

1.8. Inspection

Inspection of prefabricated buildings is divided into TWO (2) separate functions: (1) In-plant inspection and (2) On-site inspection. Inspections and manufacturing can only begin after inspection cards are released in accordance with DSA processes.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

1.9. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contract shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.10. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of ONE (1) year from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.11. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.12. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.13. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2013 California Building Standards Administration (Part 1, Title 24 CCR)

2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2013 California Electrical Code (Part 3, Title 24 CCR)

2013 California Mechanical Code (Part 4, Title 24 CCR)

2013 California Plumbing Code (Part 5, Title 24 CCR)

2013 California Energy Code Part 6, Title 24 CCR

2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2013 California Fire Code (part 9, Title 24 CCR)

2013 California Referenced Standards Code (Part 12, Title 24 CCR)

2013 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems

NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtenances

NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
 American Welding Society – Standard Qualifications Procedures
 American Wood Preservation Association
 National Fire Protection Association NFPA 90A
 National Warm Air Heating and Air Condition Association
 National Electrical Code
 ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
 State of California Specification 7220-XXX-01, Carpet
 Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

- A. Design wind load
- B. Design roof live load
- C. Climate Zone
- D. DSA Application Number
- E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be jacked up for relocation in one piece without damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of the Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Roof Overhang

All overhangs shall present a pleasing and finished appearance. Soffits (when applicable) shall be enclosed with no visible framing members. Soffit material, when applicable, shall be 3/8" minimum plywood of the same type as used for siding. If grooved material is to be used, grooves shall match the grooves on the exterior siding. Plywood soffit material shall be applied with long direction running parallel to the length of the building. Soffit shall be neatly and closely fitted and trimmed to cover gaps. If an all metal roof is employed, the bottoms of the metal roof pans are acceptable in lieu of the enclosed soffit.

3.3. Dimensions

The classroom buildings shall occupy a minimum area of nine hundred sixty (960) square feet with a tolerance of plus or minus five (5) square feet. The classroom buildings shall be either 24'x40', 30'x32', 28'x36', 36'x40', 36'x60', or 48'x40', or as indicated on the bid form. All buildings shall meet the square footage requirement. Linear dimensions shall be vertical trim finish line to vertical trim finish line. Facia and required overhangs are not included in the calculation of the square footage the building occupies. The entrance wall shall have a 5' minimum roof overhang (classroom buildings only). A full length 26 gauge gutter and 24 gauge down spouts shall be furnished on the side of each overhang and each roof edge where drainage occurs. The interior height, floor to ceiling shall be a minimum of eight feet six inches plus/minus one (8'6" +/- 1"0) Ceiling height for restroom building shall be as per manufacturer's DSA pre-approved drawings. The module shall be clear span type except as provided for in paragraph 3.3.2. Structural members shall not extend more than one inch (1') below the ceiling line.

3.4. Load Criteria

Modules delivered to locations requiring roof live loads or wall wind loads greater than the minimums required by Title 24 CAC or design details specified herein shall meet the live load and wind load criteria required in the location in which the building is installed.

3.5. Foundations

3.5.1. Wood – The building(s) shall be set on plywood or pressure-treated Douglas Fir plywood and/or pads and redwood or pressure-treated Douglas Fir blocks. Pressure-treated Douglas Fir pads, plywood, etc., DSA-IR Code Standard Section 25-12. Each piece of pressure-treated material shall be stamped with appropriate AWPA stamp.

3.5.2. Concrete (Optional) – Concrete foundations may be requested by the District(s). The design of concrete foundations shall be prepared by the Contractor. The footing design shall provide for shims and blocks

necessary to permit installation on sites not level but within the tolerance allowed in Section 1.3. The Contractor shall be responsible for all rigging/crane costs in providing this foundation.

- 3.5.3.** The buildings shall be set on 3,000 PSF concrete pads, designed for minimum of 1,500 PSF load on the soil with a minimum 12-inch penetration into earth or concrete or AC paving and with top surface, a minimum of 6 inches (6") above grade.
- 3.5.4.** The foundation and the method of fastening the units shall be as previously approved by the DSA.
- 3.5.5.** Pads shall be neatly installed so as to be flush and not project beyond the outside face of the building.
- 3.5.6.** Installation shall be permitted on either soil, concrete, or AC paving, have suitable design-bearing capacity. The buildings shall be securely fastened to the foundations. The foundations and the method of fastening shall be subject to approval by the Architect and the DSA. Pads shall be designed for a minimum of 1,500 PSF load on the soil. Pads shall not be placed on turf.

3.6. Framing, Roof, Walls, and Floor

- 3.6.1.** The buildings shall be a moment-resisting rigid steel frame structure as defined by DSA. Steel frame building/wood frame construction shall meet the minimum design requirements of stud grade, spacing, etc. as per latest edition of C.B.C. listed below.
- 3.6.2.** All framing lumber shall be marked MC-15 or surfaced dry (S-Dry).
- 3.6.3.** Roof Framing
 - 3.6.3.1.** Joists – Light gauge Cee or Zee Steel Purlins, minimum spacing 24" o/c.
 - 3.6.3.2.** Blocking – Douglas Fir/Larch No.3 or better, or Hemlock Fir No. 3 or better.
 - 3.6.3.3.** Plywood or OSB Sheathing – APA- rating sheathing Exp. 1
- 3.6.4.** In-Fill Wall Framing
 - 3.6.4.1.** Studs – Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better. Minimum 2"x4" at 16" O/C At plumbing Walls shall be as above except 2"x6" at 16" O/C.
 - 3.6.4.2.** Sill – (Sole Plate) – Pressure Treated Douglas Fir/Larch No. 2 or better, or Hem-Fir No. 2 or better
 - 3.6.4.3.** Top Plates – Douglas Fir/Larch No.2 or better, or Hem-Fir No. 2 or better.
 - 3.6.4.4.** Double Headers – Douglas Fir/Larch No. 2 or better. Minimum 2-2"x4: on edge with ½" APA-rated plywood, Exp. 1 filler.
 - 3.6.4.5.** Door & Window Openings – Double stud/cripples Douglas Fir/Larch No. 2 or better, or Hem-Fir No.2 or better.
 - 3.6.4.6.** Blocking – Douglas Fir/Larch No. 3 or better, or Hem-Fir No. 3 or better.
- 3.6.5.** Floor Framing

3.6.5.1. Joists – Light gauge Cee or Zee steel Purlins, Minimum joist spacing shall be 48" o/c. Space at 24" o/c max. for "stiffened-floor" condition. No wood rim joist or floor joists allowed.

3.6.5.2. Blocking – Douglas Fir/Larch No.3 or better, or Hem Fir No. 3 or better, or light gauge steel member.

3.6.5.3. Plywood or OSB Sheathing/Subfloor – APA-rated STURDI Floor, 48" O/C., 1-1/8" thick, T & G, Exp.1.

3.6.5.4. Light Weight Concrete.

3.6.6. Modular Manufacturer shall employ steel construction as approved by DSA in lieu of wood. All structural member below the subfloor, i.e. girders, joists, headers, blocking, shall be steel.

3.7. Moisture Barrier

All weather—exposed surfaces shall have a weather-resistive barrier to protect the interior wall covering. Such barrier shall be equal to that provided for in CBC Standard No.17-1 for kraft waterproof building paper or CBC Standard No.32-1 for asphalt-saturated rag felt. Barrier shall be free from holes and breaks other than those created by fasteners and construction systems due to attaching of the building siding and shall be applied over studs or sheathing of all exterior walls. Such barrier shall be applied weather-board fashion, lapped not less than two inches (2") at horizontal joints and not less than six inches (6") at vertical joints.

3.8. Siding

All plywood siding shall be APA or comparable rated exterior type. Each panel shall be identified with the grade mark of the grading association and shall meet the requirements of Product Standards PS 1-83. Siding shall be 19/32" (minimum) thick with shiplap at long edges and of one (1) of the following styles: plan, V-grooved, grooved or reverse board and batten.

Siding shall be: Medium density overlay (MDO) APA 303-O/L Simpson "Guardian, Dura Temp, or equal.

Seal all panel edges and ends with a heavy coat of high grade exterior house primer or an aluminum primer formulated for wood before installation. All horizontal joints in siding and between skirting and siding must be flush and protected with a galvanized iron "Z" type flashing. All vertical ship lapped joints shall have 1/16" clearance between panels. A 3D or 4D galvanized finish nail may be used as a gauge between panels and left in place.

3.9. Trim

All windows, corners, and door openings shall receive trim of at least 1" x 4" size. The roof edge shall receive at least 2" x 6" size. The trim shall be metal. Trim shall be sealed at all edges with silicone or architectural grade caulking. Caulking shall be painted to match siding or trim color unless of the transparent type. At roof edge, embossed wafer board siding with MDO surface, 7/16" thick minimum may be used in lieu of 2" x 6".

3.10. Skirting

Contractor's bid shall reflect the maximum slope (6") provided by the District as noted under Section 1.3.

Skirting shall be the same thickness and type of plywood used for siding except that plain ungrooved material shall be used where the long direction of the sheet runs horizontal. If grooved plywood is used for skirting, the grooves shall match and line up with the grooves in the siding. All edges and the bottom of the skirting shall be supported and the entire space below the building shall be closed off. Maintain 1-½" minimum clearance from the bottom of plywood skirting to finish grade. Provide 18-gauge expanded galvanized metal fresh air vents or approved vandal resistant equal to comprise a minimum net area of 7.5 square feet or 1 square foot of venting per 150 square feet of building area.

Ramp & Landing Skirt

Ramp and landing (when used) shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from the weather. Foundation members shall be as for building foundation.

3.11. Roofing

3.11.1. BUILT-UP ROOF SYSTEMS ARE NOT ACCEPTABLE IN BASEBUILD LINE ITEM.

3.11.2. The roofing systems shall be fire retardant per UBC Standards. Test results or calculations showing the roofing systems will withstand the uplift of a 80 MPH wind shall be submitted with the plans and specifications.

3.11.2.1. Building manufacturer's standard pre-finished, interlocking roof panels, standing seam or ribbed type, 22-gauge minimum galvanized steel.

3.11.2.2. Pre-finished, un-penetrated interlocking roof panels mechanically crimped at top & ends to insure all water infiltration, standing seam or ribbed type, 30 gauge over 30 pound saturated felt underlayment (lapped 4" min, in direction of roof slope) and metal straps or ¾" plywood or OSB deck (CDX grade).

3.11.2.3. All closers and gutter shall be installed in such a way as to guarantee against potential water infiltration either by wind or gutter becoming filled to capacity.

3.11.2.4. All fasteners shall be chalked against weather using material impervious to deterioration under ultraviolet light.

3.12. Roofing, Snowloads

The roofing system shall be fire retardant per UBC Standards. Test results to support Class B rating and calculations or test results showing the roofing system will withstand the uplift of a 70 MPH wind shall be submitted with the plans and specifications. Built-Up roof systems are not acceptable.

Item 1 of 3.3.9 above with full-length silicone or equal sealant at each interlock.

Pre-finished, unpenetrated interlocking roof panels, standing seam or ribbed type, 26 gauge over 30 pound saturated felt metal straps or ¾" plywood or OSB deck (CDX Grade). Each lap shall have full-length silicone or equal sealant applied.

Design and installation of the deck and/or roof substrate shall result in the roof draining freely. Areas where water ponds for more than 24 hours are unacceptable and shall be corrected by the manufacturer.

3.12. Metal Exterior Doors

Construct per CS242 as minimum requirement: Flush doors, 1 ¾" thick, with 18-gauge steel face sheets and sound-deadening material on interior to effectively reduce metallic ring. Factory prepare and reinforce for indicated finish hardware, including reinforcement on both faces for closers. Doors shall be capable of swinging either direction as required by specific site conditions and project requirements, Chemically treated doors for paint adhesion, and apply one (1) complete shop coat of metal primer.

3.13.Pressed Metal Frames

Knock down or welded type per CS242 as minimum requirement: manufacturer's standard 16-gauge steel, depth to suit wall thickness. Provide three (3) anchors minimum per jamb and adjustable floor anchor at bottom of each jamb. Prepare and reinforce for required hardware, including strike box and reinforcement for closers on all frames. Sound deaden concealed faces with 1/8" thick undercoating, chemically treat frames for paint adhesion, and apply one (1) complete shop coat of metal primer.

3.14.Hardware

3.14.1. Exterior Doors

- 3.14.1.1. Butts:** Size and number as recommended by door manufacturer. Use steel butts for exterior doors, with set screw in barrel and ball bearing design.
- 3.14.1.2. Lockset.** Classroom lever handle lockset, cylindrical type, Schlage ND95PD or equivalent supplied with, US26D finish.
- 3.14.1.3.** If more than 1 unit is purchased, the District shall be provided each classroom with two (2) keys which shall be keyed to fit all locksets per classroom.
- 3.14.1.4. Threshold:** Threshold shall be PEMKO 271 A 5"aluminum with PEMKO 216 AV door bottom or equal.
- 3.14.1.5. Weather-stripping:** All exterior doors shall be weather-stripped with PEMKO 303DV at door jambs and head or equal.

3.15.Entry Stoop and Ramp

Each module shall have a stoop(s) and ramp(s) to conform to Title 24 CAC Section 2-3307. The stoop(s) structure including handrail and wheel guides are to be prefabricated metal in sections that are demountable for moving and reinstallation at a new site. There shall be sufficient cross bracing under the ramp surface to prevent bounce or oil canning of the ramp surface. Design shall be such that height adjustment can be made at the installation site by the building Contractor to accommodate final grade conditions across the building frontage. Stairs, ramps and handrail extensions necessary to meet ADA requirements shall be verified in the field by the building Contractor after setting of building and prior to fabrication and installation of these components.

The ramp(s) and landing surface shall be a minimum 12-gauge steel deck with non-skid finish applied. All ramp(s) surfaces shall be painted as indicated in Section 3.22. Ramp(s) shall have handrails on both sides and shall extend beyond the toe of the ramp(s) as required by DSA. Wall mounted handrails shall be of similar construction to the integral ramp(s) handrail.

Ramp(s) and landing shall be fully skirted with the same material used for building skirt. All edges of the plywood skirt shall be supported and protected from weather. Foundation members shall be as for building foundation. Only the foundation pad resting on grade may extend beyond the outside face of the skirt 1" maximum. The base bid ramp shall be based on a length of 12 feet with a 5'x7' landing. All transitions at the toe of the ramp shall be provided by others.

3.16. Interior Walls

At Classroom: All interior walls shall be vinyl-covered tackboard applied in one continuous length from floor to ceiling. Tackboard backing shall be applied over ½" sheetrock or 3/8" plywood or OSB. The vinyl coating shall weigh a minimum of 8 ounces per square yard. The vinyl wall-covered panel shall have a Class III flame spread rating. The panel shall be approved for use by the Office of the California State Fire Marshal. Reference Brand: Vinyl covered Tackboard as manufactured by Koroseal or Chatfield Clarke. Care shall be taken in mounting the tackboard so that the texture of all panels will have the same orientation and color match.

At Restroom Building; All interior walls shall be finished with Fiberglass Reinforced Panel (FRP).

3.17. Suspended Acoustical Ceiling and Acoustical Panels

Ceiling that support light fixtures or grills shall have a minimum classification of Heavy Duty per ASTM C635. Grid shall be direct hung in strict accordance with Title 21 CAC and Title 24 CAC and IR No. 47-4 issued by DSA.

Acoustical panels shall be 5/8" minimum thick, mineral fiberboard or vinyl-faced fiberglass lay-in panels, square edge, ASTM flame spread index Class I (0-25), 24" x 48" modular size, light reflection 75% minimum, noise reduction coefficient of 0.65 minimum.

Inspect after installation and replace exposed members showing dents or defects.

3.18. Lighting

3.18.1. The Contractor shall furnish a LED lighting system that complies with the following:

- 3.18.1.1.** Shall incorporate energy efficiency.
- 3.18.1.2.** Overall illumination at desk level (30" above the floor) of an average 50-foot candles.
- 3.18.1.3.** The maximum brightness of lighting sources at time of installation shall not exceed 50-foot lamberts.
- 3.18.1.4.** Night lighting shall be provided at exit(s) as manufactured by Enertron or equal. (As applicable)

3.19. Electrical

- 3.19.1.** Provide panel schedule with electrical load calculations on drawings. Eight (8) duplex convenience outlets, grounding type, commercial grade, shall be provided in each classroom and storage building. Four outlets maximum per circuit shall be allowed. They shall be located as evenly spaced as practical with two (2) per wall around the room, 12" to 18" above the floor. A clock outlet may be installed, as requested.
- 3.19.2.** A 12" diameter electric wall clock may be installed in the classroom building near the center of the rear wall approximately seven (7) feet above the floor, as requested.
- 3.19.3.** All electrical wiring 110V and greater shall be in conduit systems and shall meet or exceed the requirements of NEC minimum size conduit ½".
- 3.19.4.** Acceptable Conduit:
 - 3.19.4.1.** Electrical metallic tubing (EMT); galvanized thin wall.

3.19.4.2. Flex (Interior); galvanized steel.

3.19.4.3. Flex (Exterior); galvanized steel with factory-applied PVC jacket.

3.19.5. All conduits shall be continuous from outlet to outlet and shall be secured in conformance with T- 24, Part 3. Field bends shall be avoided wherever possible. Where bends must be made, use an appropriate "Hickey" or bending machine. Ream and debur all conduit prior to installation and terminate in appropriate bushing or conductors.

3.19.6. Wiring shall be No.14 minimum copper type TW, THW, THHN, or THWN, as applicable. Conduit fill shall not exceed requirements of T-24, Part 3. A separate grounding conductor shall be pulled throughout the entire system. Take care to avoid damage to wire or insulation during pull-in. Use powdered soapstone or a pulling compound such as "Yellow 77" lubricant, if necessary.

3.19.7. Load monitoring, program bell, clock system, public address system, intercom system, T.V. system, projectors, data system, security system, cameras, electronic card reader systems or boxes except as noted on drawings are by others.

3.20.Windows

Provide 8'x4' anodized aluminum frame dual glazed 3/16" gray tempered over 1/8" clear tempered window units in opposite walls. One window shall be installed in the same wall and a minimum of two (2) feet from the door. The restroom building shall have windows as per Contractor's pre-approved DSA plans. Window frame shall be fixed. Glazing material shall be tempered glass of solar gray, glare-reduced type. Header height shall be the same as the door. Windows shall not be mounted to the exterior plywood surface. All windows shall meet the AAMA GS101-88 Voluntary Specifications for aluminum prime windows and sliding glass (ANSI), commercial grade.

3.21.Painting

3.21.1. All exposed surfaces shall be painted except aluminum window frames and thresholds. Material shall be of the grade specified or equal.

3.21.2. Exterior- Wood siding, trim and skirting - Flat latex; Apply one coat of primer and at least one finish coat. Prime coat shall be brushed on or sprayed and back brushed into all grooves in the siding. If necessary, in the opinion of the inspector, an extra coat shall be applied to all grooves so that the finish coat will have a uniform appearance. Spray coating only of prime coat is not acceptable. Allow prime coat to dry according to manufacturer's recommendation. Prime and finish coats shall be compatible and manufactured by the same company. Color will be selected by the District after Award of the Bid.

| Reference Brands | Dunn Edwards | Kelly Moore |
|---------------------|-----------------|-------------|
| Exterior | SSHV-10 | 1240-XXX |

3.21.3. Interior Trim - All trim not pre-coated shall be painted with two (2) coats of semi-gloss latex over primer.

| Reference Brands | Dunn Edwards | Kelly Moore |
|---------------------|-----------------|-------------|
| Finish | SSHL-40 | 1650-XXX |

- 3.21.4. Metal** – All metal non-galvanized surfaces shall be primed with rust inhibitive primer.

3.22. Floor Covering and Base

- 3.22.1. Carpeting.** All classroom and storage buildings shall be carpeted with direct glue-down type per State of California Specification 7220-XXX-01, Group I, Type A, Class 24. Color will be selected by the District after Award of the Bid.
- 3.22.2.** The carpet density shall be 4600 minimum. Pile yarn shall be a braided nylon. Suitable metal molding strips shall be installed according to the manufacturer's written instructions to protect the carpet edge at all interfaces with other flooring. No cross seams will be allowed.
- 3.22.3. Resilient Sheet Vinyl.** All restroom buildings shall have Armstrong Connection Corlon, or approved equal. Install per manufacturer's instructions. Noted sheet vinyl is the minimum standard of quality acceptable and, if used, shall be provided with integral 6' min. cove base.
- 3.22.4. Resilient Topset Cove Base @ Classrooms.** Best quality, molded rubber, 1/8" thick, 4" high, molded top-set cove. Provide preformed base for square external corners and preformed end stops where base does not abut. Provide solid color as manufactured by Roppe or equal. Apply seamless cove throughout complete perimeter of buildings.
- 3.22.5. Adhesives.** As recommended by floor covering and base manufacturer. Furnish and apply per manufacturer's written instructions. Shall be nontoxic and water based.

3.23. Insulation

Wall and floor insulation shall have a rating of R-13. Ceiling insulation shall have a rating of R-19. Floor insulation shall be secured in a manner approved by the District Architect.

The insulation support material shall prevent movement of the insulation during transportation. The insulation and support material shall be intact upon delivery to the site and shall completely cover the floor cavity.

3.24. Heating, Ventilation and Air Conditioning

- 3.24.1.** At the classroom building, the Contractor shall provide power ventilation.
- 3.24.2.** The HVAC units will be single package wall mounted air to air electric heat pump with R-410 coolant. Unit shall be rated in accordance with ARI Standard 240-77.
- 3.24.3. Performance**
- 3.24.3.1.** Efficiency shall be 11 EER (Energy Efficient Ratio) certified by the manufacturer and verified by, ARI Standard 210 / 240 - 94. The HVAC system shall have a minimum 3 supply diffusers, and a direct wall return.
- 3.24.3.1.1.** Combo unit (s) shall be factory assembled, piped, wired, tested and provided with operating refrigerant charge. Unit shall be U.L. and C.E.C. listed.
- 3.24.3.1.2.** Filters shall be as hereinafter specified.
- 3.24.3.1.3.** HVAC unit shall be suitable for outdoor installation.

- 3.24.3.1.4.** Filter shall be U.L. listed class 2 throw away type (SFM listing 3175-140:006) and shall have 25% efficiency based on ASHRAE Test Standard 52-76. (Standard of quality shall be Farr 30/30 or approved equal.)
- 3.24.3.1.5.** Reference Brands: Bard S43H series or equivalent.
- 3.24.3.1.6.** All units shall be electric heat pump(s), one (1) phase system, UL approved or comparable and meet current energy standards.
- 3.24.4.** At elevations where the HVAC heat pump noted above is not adequate to meet the listed criteria, the Contractor shall provide a HVAC heat pump that will meet the geographic requirements.
 - 3.24.4.1.** The system shall maintain an automatically controlled indoor classroom temperature of 78 degrees F in summer and 68 degrees F in winter with a 45 percent relative humidity when the outdoor dry bulb temperature varies between 100 degrees F in summer and 10 degrees F in winter and a wet bulb temperature of 72 degrees F (average).
 - 3.24.4.2.** The system must maintain the above temperatures when the damper is adjusted to use approximately one-third (1/3) fresh air.
- 3.24.5. Ductwork**
 - 3.24.5.1.** Construct all ductwork of galvanized sheet metal in accordance with UMC, ASHRAE Guide Equipment Volume and SMACNA Low-Velocity Duct Construction Manual, latest editions. All ductwork shall be insulated with 1" thick fiberglass duct wrap with vapor barrier. Provide 1" duct attenuation at all ductwork within 2'0" of HVAC unit.
 - 3.24.5.2.** Nonmetallic Ductwork option: In accessible concealed portions of duct system rigid 1" fiberglass or insulated "Flexduct: with vapor barrier may be substituted for sheet metal ductwork. All ductwork within 2' of the HVAC unit and all interface connections shall be metal. Duct work and reinforcement shall be designed for 2" static pressure. Reference Brands: "Owens-Corning Fiberglass: Duct Board, 1" thick, and "Manville" Micro-Aire, Type 475. Nonmetallic ductwork shall conform to NFPA 90-A and 90-B and SMACNA Class 1 rating.
- 3.24.6. Registers and Diffusers:** Provide three (3) minimum four-way throw air diffusers as manufactured by Nailor commercial-grade grilles and registers or equivalent.
- 3.24.7. Thermostat**
 - 3.24.7.1.** Provide electronic programmable thermostat. Thermostat shall have the following functions:
 - 3.24.7.1.1.** Five (5) and two (2) weekday/weekend programming with four (4) separate time/temperature settings per 24-hour period.
 - 3.24.7.1.2.** Programmable display.
 - 3.24.7.1.3.** Two-hour override minimum.
 - 3.24.7.1.4.** Status-indicated LEDS.
 - 3.24.7.1.5.** Battery back-up.

3.24.7.2. Provide locking clear thermostat cover with access hole for program override.

3.24.7.3. White Rodgers 1F85 or equal is required.

3.24.8. Notes

3.24.8.1. Calculations shall be based on an occupancy for 24'x40' building of thirty (30) pupils and an interior space of approximately 9,000 cubic feet. Calcs shall be modified accordingly with increase in size of building (30'x32', 36'x40', 48'x40'). The mechanical ventilation system shall provide approximately 15 cubic feet of air per minute per pupil.

3.24.8.2. This size building is exempt from the requirements pertaining to HVAC equipment contained in the citation, Paragraph 3.28.

3.24.8.3. Manufacturer's literature, operating instructions and guarantee shall be delivered to the school office at the time the building is delivered.

3.24.8.4. The unit shall be installed in strict accordance with manufacturer's instructions with particular attention to required flashing. The District shall be responsible for the cost of the air balance and/or commissioning report if specified.

3.24.8.5. Energy Management Systems design and installation is by others. Contractor to provide conduit pathway where required.

3.25.Plumbing Fixtures and Trim – Restroom Building

3.25.1. Compression Fittings. No. 3150LK. Exposed stops and supplies shall be ½" Speedway No. SR3712A, lock shield, loose key, or equal.

3.25.2. Accessible Water Closet: Kohler, 17" high, wall-mounted, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3. Non-Accessible Water Closet: Kohler, Zurn flush valve, Bemis white open-front seat, or equal.

3.25.3.1. As a minimum (Multi-occupancy) provide: Boys - 1 regular & 1 handicapped: Girls - 3 regular & 1 handicapped.

3.25.4. Lavatory: Kohler, or equal. With Zurn metered faucet, or equal.

3.25.4.1. As a minimum provide: 2 each in Boys & Girls @ 12'x40' unit).

3.25.5. Urinal (12'x40' unit only): Kohler, or equal. with Zurn flush valve, concealed hanger, or equal.

3.25.5.1. As a minimum (Multi-occupancy) provide: Boys - 3 each @ 12"x40" unit.

3.25.6. Toilet partitions and Urinal Screen: Floor mounted, overhead braced, solid plastic type (by Accurate) or approved equal.

3.25.7. Stainless Steel Handicapped Compliance Grab Bars: two per each enclosure.

3.25.8. Mirror: Stainless steel framed mirror Bobrick B165 or equal, one (1) for each lavatory.

3.26.Plumbing – Classroom Building

Provide rough-in plumbing with access panel for potential sink in all classroom buildings having a floor area over 960 sq. Ft. (36'x'40', 48'x40'). Location shall be determined by District prior to fabrication.

3.27.Fire Alarm

Contractor shall install exterior-accessed & recessed junction box near the electric distribution panel with ½" conduit stubbed up wall to above the ceiling for future connection by others. Contractor shall also install ½" conduit from fire alarm pull station junction box mounted near the front exit door, up to (1) interior horn, (1) exterior horn & (1) interior strobe boxes accordingly, and then stubbed up above ceiling, also for future connection by others. All exterior boxes will be covered by a weather proof metal plate. Horns/strobe shall be mounted near the doorway area at 80" above finished floor/grade. The system shall have a dedicated electrical circuit.

3.28.Fire Extinguisher

Each portable classroom shall be equipped with a pressure-type fire extinguisher with 2A10BC UL rating, to be mounted on the interior wall of the building near the doorway at a height of four (4') feet. Fire extinguishers shall be totally charged and have dial indicating the state of charge.

3.29.Whiteboard

Whiteboards shall be 28 gauge porcelain enamel steel white facing sheet suitable to accept dry erase felt markers. The facing sheet shall be laminated, using a hot melt adhesive, to a medium density particle board substrate with a minimum density of 45#/c. ft. The panel shall have a foil backing. The panels shall have extruded aluminum molding and chalkrail with a minimum of two (2) 15/16" projection from the face of the panel. A full-length maprail shall be provided with cork inset and end stops. The maprail and chalkrail are to incorporate a channel to wrap around the panel. Three (3) map hooks with clips per panel shall be provided. One (1) flag holder, ½" size, shall be provided for each classroom. Each classroom shall have two (2) each 4 x 8 panels installed side by side to make a 4 x 16 panel, centered on one (1) of the long walls. Reference Brands: Chatfield Clarke Company LCS Type, or equal.

3.30.Energy Conservation

The bidder's attention is directed to Title 24 CAC, Building Standards, Part 6, Division T20, Chapter 2, Subchapter 4 Article 2, on energy conservation regulations and required certification.

3.31.Interior Wood Doors

Solid core flush veneered wood doors shall be WI custom grade, Type A or B construction. Face veneers shall be red birch species for transparent finish.

3.32.Casework

3.32.1. Manufacture plastic laminate faced cabinet work in accordance with WI Manual of Millwork, Section 15, Casework - Laminated Plastic or Decorative Polyester overlay covered, Custom Grade, except as modified herein.

3.32.2. Manufacture countertops in accordance with WI Manual of Millwork, Section 16, Laminated Plastic Counter Tops, Splashes, and Wall Paneling, Custom Grade.

3.32.3. Modifications to WI Manual;

3.32.3.1. Plastic Laminate. NEMA LD3 for the following:

3.32.3.1.1. Horizontal Surfaces. ULEF General Purpose Type, nominal 0.050 inch thick.

3.32.3.1.2. Vertical Surfaces. ULEF Vertical-Surface Type, nominal 0.028 inch thick.

3.32.3.1.3. Cabinet Liners. ULEF Cabinet-Liner Type, nominal 0.020 inch thick.

3.32.3.1.4. Backing Sheets. manufacturer's standard backing sheet, nominal 0.020 inch thick.

3.32.3.1.5. Surface Finish. Satin finish, color as selected from manufacturer's full range of colors and patterns.

3.32.4. Counter Tops and Splashes. Plastic laminate covered, meeting the Custom Grade requirements of WI, Section 16, with coved top to splash joints and exposed edges and ends self-edged, unless otherwise detailed.

3.32.5. Drawer Boxes. Provide with sub-fronts and applied finish fronts securely fastened, with square corners and self-edged. Provide drawers with metal slides except as noted otherwise.

3.32.6. Doors. Flush overlay type, hinged to swing flat against the face of adjoining cabinet or the side of cabinet, with square corners, and self-edged. Do not notch door or cabinet ends, or divisions to receive hinge.

3.32.7. Shelves. 3/4" thick for spans up to 35 inches and 1 inch thick for spans over 35 inches up to 48 inches, and adjustable to 1 inch centers. Do not recess metal shelf standards into the end panels; notch shelving to clear standards.

3.32.8. Cabinet Interiors, including faces and edges of shelving therein, and interior door faces: Finish with cabinet liner, white melamine.

3.32.9. Cabinet Hardware:

3.32.9.1. Hinges: Heavy duty wrap-around offset for overlay doors with non-removable pin; flat black or dull chrome finish, National or equal.

3.32.9.2. Pulls: Surface mounted aluminum, US 26D finish, and one of the following: National or equal.

3.32.9.3. Catches:

3.32.9.4. Drawer slides: full extension with no deflection, ½" slide space, 100 pound load capacity. Zargen Drawer systems, or equal.

3.32.9.5. Adjustable Shelf Standards: KV or equal.

3.32.9.6. Door and Drawer Locks: Corbin, or equal for single doors and active leaf of pairs of doors. Provide 2 keys for each lock. – Optional

3.32.9.7. Metal Strike Plates: Provide cabinet door and drawer locks with metal strike plates.

3.33. Two Story (Four Classroom) Relocatable Facility Criteria

- 3.33.1.** Relocatable modular classroom building shall be shown on drawings. The overall construction of the unit shall meet or exceed the specifications for the base bid for the classroom units, except as noted. Incorporate shear wall, brace frame, or rigid frame design. Construction type shall be Type II or V (One-Hour) or Type II or V (Sprinkler) as required by the Division of the State Architect and State Fire Marshal. Fire sprinklers shall be a wet pipe system constructed to NFPA 13 using "Pipe Schedule" method for sizing pipe. Point of connections shall be constructed in such a way as to be readily relocatable (i.e. bolted connections between floors and to the foundation).
- 3.33.2.** Stairs shall be provided to provide access to the second floor classrooms. Stringer sections, landings sections and columns shall be fabricated in sections with bolted connections to allow for ease of future relocation. Balcony sections shall be steel with composite concrete deck with non-skid surface finish. Columns shall be tubular steel. Provide concrete foundation for balcony. Sections shall have handrails on open sides. Balconies and guardrails shall comply with the CBC, Title 24, CCR, Part 2. Fabricate guardrails from 2 inch square steel tubing and handrails from 1-1/2" square steel tubing. Wire cloth infill to be 2"x2"x1/4" wire mesh welded to 3/4"x1"x1/8" channel frame. Mount frame to guardrails with 1/2" diameter offsets spaced at each end and intermediate of each infill section.
- 3.33.3. Elevator Tower.** See Modular Elevator Specification.

3.34. Erection at the Site

Once delivery of modules on site is made, erection shall commence immediately and be pursued in a timely manner until complete. All modules called for at that site shall be scheduled for delivery and erection in one continuous time frame (Saturdays, Sundays, and holidays are accepted). Failure to begin and pursue erection shall be considered as a breach or default of the Contract.

The Contractor shall furnish materials, articles, and equipment in ample quantities and at such times as to assure uninterrupted progress on the work. Failure to provide adequate working force, or material of proper quality, or failure in any other respect to prosecute the work with diligence and force specified herein are grounds for declaring a default on Contract.

Security of the buildings against vandalism is the sole responsibility of the District until installation of the buildings, according to the terms of this Contract, has been completed and the buildings have been accepted by the District.

District to provide temporary fencing if necessary

3.35. Clean Up

Because of the nature of the site, i.e., school grounds, the Contractor shall lock up all materials and equipment at the end of the day's work. All scrap material shall be removed from the site at the end of each day's work.

The building site and the building shall be clean and ready for occupancy prior to acceptance by the District.

3.36. Utility Hook-Up

All utility connections shall be located as indicated on site plans to accommodate hook-up at the site. Utilities hook-up by others. The District's Architect will provide the site plan(s).

3.37. Grounding of Building Components

Bonding of all metal portions of the building for ground, i.e., frame, ramp, etc., is the responsibility of the Contractor to the satisfaction of the site inspector. Grounding of total building, including ground rod, wire, connections, etc., shall be installed and ready for testing by others in the presence of site inspector. Testing shall be conducted per IR No. 8-1 as issued by DSA.

END OF DOCUMENT

HIGH PERFORMANCE DESIGN SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Regulatory Requirements;
- 1.1.4. Modular Building Specifications

1.1. Summary

These specifications describe prefabricated, relocatable, clear span building of a classroom type. The building unit(s) shall be erected sites(s) complete and ready for use. All costs for transportation and installation at the site are to be included in the bid price

1.2. Provided By District – Not in Contract

- 1.2.1. The electrical service drop and connection and plumbing connection (s) to the building will be supplied by others.
- 1.2.2. The site will be turf-free, cleared and graded to within 0.1 feet of subgrade for each building.
- 1.2.3. Each site will have a minimum soil bearing capacity of 1,500 PSF with a moisture density ratio of 90% minimum.
- 1.2.4. The Contractor will be provided unobstructed delivery access to the location of each building.
- 1.2.5. The District shall be responsible for all rigging/crane costs associated with a District-furnished foundation.
- 1.2.6. The District shall be responsible for and provide access to the site for the installation of the building(s).
- 1.2.7. Removal and protection of trees, shrubs, fencing, sprinklers, playground equipment and/or other obstacles necessary for the installation of the building(s) shall be the responsibility of the District.
- 1.2.8. The District shall be responsible for the costs of the air balance and/or the commissioning of the HVAC system.

1.3. Definitions

- 1.3.1. **Architect** – Consulting Architect licensed by the State of California and retained by each School District.

- 1.3.2. Approval** – When the work approval appears, it shall indicate that the designated agency have reviewed the specified plans and/or materials and has certified compliance with these specifications.
- 1.3.3. Contractor** – The company responsible for performance of the terms of the Contract issued by a School District or public agency, shall be the same as the manufacturer.
- 1.3.4. Department** – Ross Valley School District, the agency calling for the bid.
- 1.3.5. District** – Any School District or public agency in the State of California. If any County Office of Education chooses to place an order for relocatable buildings, it too shall be considered a District.
- 1.3.6. Manufacturer** – The company who manufactures the modules shall be the same as the Contractor.
- 1.3.7. DSA** - Division of the State Architect, State of California.
- 1.3.8. Inspector** – A building inspector approved by DSA and employed by School District or public agency to insure that the plans and specifications of the Contract are adhered to.

1.4. Submittals

The following material shall be submitted as part of the bid:

- 1.4.1.** DSA Approved PC drawings for the three base bid building designs.
- 1.4.2.** BIDS SUBMITTED WITHOUT THE LISTED MATERIALS SHALL BE CONSIDERED NON-RESPONSIVE AND THE BID SHALL BE REJECTED.

1.5. Stockpiling

Should the vendor decide to stockpile buildings meeting these specifications, vendor shall be responsible for all DSA fees required to do such. The District(s) shall pay DSA fees only to the DSA.

The District(s) must be notified that a stockpile unit will be provided. The District shall have the choice of ordering a non-stockpiled building. If the former is chosen, vendor shall fully comply with all aspects of this bid.

1.6. Approval by the Division of the State Architect

The Contractor shall submit one (1) set of plans and specifications including structural, mechanical, electrical, and air conditions with calculations, to the District's Architect within twenty (20) business days after receipt of District's Award/Purchase Order. All plans, specifications and calculations signed by an architect(s), structural engineer(s), electrical engineer(s) and mechanical engineer(s) shall be licensed by the State of California. Any notations or corrections required by the District Architect shall be incorporated into the plans and specifications, and they shall be returned to the District Architect within ten (10) business days in the form of one (1) set of reproductive and two (2) prints of complete sets of plans and specifications.

After correction (if any) as noted by Architect has been made, the Architect, with the assistance of the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor, shall obtain approval from DSA. If the DSA requires changes in the plans or specifications, the Contractor shall accomplish the changes and resubmit the corrected documents to the District Architect

within ten (10) business days. The vendor shall have only one (1) opportunity to correct plans at the architect level at the DSA review level.

The only exception to the above is if during a back-check (review of corrected plans), additional deficiencies are discovered. If this happens, the turn-around time to correct and resubmit is again ten (10) business days. Re-submittals shall be delivered by email, express mail or may be delivered in person.

The Contractor, after receiving State approval, shall furnish six (6) sets of plans and specifications for each DSA approval number and for each site, to the District Architect for his distribution to owner, inspector, recorder, and others as necessary. District will make any payment required in obtaining DSA approvals.

1.7. Inspection

Inspection of prefabricated buildings is divided into two (2) separate functions: (1) In-plant inspection and (2) On-site inspection.

Inspectors shall be retained by the District.

In-plant inspection and material testing shall be accomplished under the supervision of the District Architect. The Contractor shall notify the District Architect and the designated inspectors at least forty-eight (48) hours prior to commencing work. The manufacturer shall provide the inspector with full access to all plant operations involving work under this Contract and shall advise the inspector in advance of the time and place when operations that the inspector wants to observe take place. Before the building(s) are removed from the plant for delivery to the storage facility or from the storage facility to the site, the inspector and District Architect shall determine that they are acceptable and issue a written release, which shall be in the form of a Verified Report (Form SSS-6) A COPY OF THE INSPECTOR'S VERIFIED REPORT AND AGENCY ARCHITECTS PUNCH LIST SHALL ACCOMPANY EACH BUILDING TO STORAGE OR TO THE SITE(S).

On-site inspection shall be done by the site inspector. All work which the manufacturer or his subcontractors perform at the site shall be subject to the inspection of the site inspector. The manufacturer will furnish the site inspector with such information as may be necessary to keep him fully informed as to progress of work and dates when site work will occur. The Contractor shall notify the District at least seventy-two (72) hours prior to commencing on-site work.

1.8. Coordination of Work

All site conditions not under Contractor's direct control are to be the District's responsibility.

It shall be the Contractor's responsibility to make all necessary arrangements with the District's authorized representative for access to grounds and removal of equipment, if necessary. This contract shall be made at least forty-eight (48) hours prior to delivery of any module.

The Contractor shall verify that the District's site is ready to receive the building(s) prior to the delivery of any building(s) by visiting each site. In the event buildings are delivered to any site that is not in condition to receive buildings, the Contractor shall be responsible for all costs incurred, including but not limited to, inspector's time.

1.9. Guarantee/Warranty

Contractor hereby unconditionally guarantees that work will be done in accordance with requirements of Contract and per Section 2.0; and further guarantees the work of Contract to be and remain free of defects in workmanship and materials for a period of two (2) years from date of acceptance by the District, unless a longer guarantee period is specifically called for. Contractor hereby agrees to repair or replace any and all work, together with any other adjacent work which may have been damaged or displaced in so doing, that may prove to be not in accordance with requirements or Contract or that may be defective in its workmanship

or material within guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse or neglect excepted. Contract bonds are in full force and effect during guarantee period.

Contractor further agrees, that within ten (10) business days after being notified in writing by the District of any work not in accordance with requirements of Contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill terms of this guarantee, and to complete the work within a reasonable period of time.

In the event he fails to so comply, he does hereby authorize said District to proceed to have such work done at Contractor's expense; and he will pay cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to pay above costs.

1.10. Asbestos Certification

The successful bidder will be required to provide for each unit purchased under this bid, certification that the unit contains no asbestos-containing building material (ACBM).

The certification shall be in writing and shall be made by an architect or project engineer who is retained by the Contractor and is responsible for the construction of the relocatable buildings. The certification shall state that no ACBM was specified as a building material in any construction document for the unit and to the best of his or her knowledge, no ACBM was used as a building material in the unit. The certification may be made by an accredited asbestos inspector.

The certification shall conform to Paragraph 763.99 (7) of the Federal Register dated October 30, 1987, Part III Environmental Protection Agency, 40 CAR Part 7673, Asbestos-Containing Materials in Schools; Final Rule and Notice.

1.11. Certification of Compliance

The Contractor will provide to the District for each relocatable building delivered, a letter or certification that said building was built and installed in compliance with Section 2.0 as well as with all local codes, laws, and regulations applicable to relocatable buildings.

1.12. Applicable Documents

The following documents shall be the latest issue as adopted by the State of California at the time of the bid opening, and shall form a part of this specification to the extent they are applicable.

California Administrative Code (CAC)

Title 5 Education Code

Title 19 Public Safety

Title 20 Public Utilities

Title 21 Public Works

Title 24 Building Code

Title 25 Housing Community Development

2013 California Building Standards Administration (Part 1, Title 24 CCR)

2013 California Building Code, Volumes 1, 2 and 3 (Part 2, Title 24 CCR)

2013 California Electrical Code (Part 3, Title 24 CCR)

2013 California Mechanical Code (Part 4, Title 24 CCR)

2013 California Plumbing Code (Part 5, Title 24 CCR)

2013 California Energy Code Part 6, Title 24 CCR

2013 California Elevator Safety Construction Code (Part 7, Title 24 CCR)

2013 California Fire Code (part 9, Title 24 CCR)

2013 California Referenced Standards Code (Part 12, Title 24 CCR)

2013 California Green Code (CGC) Part 11, Title 24 CCR

NFPA 13, 2013 Edition, Installation of Automatic Sprinkler Systems, as amended

NFPA 14, 2013 Edition, Installation of Standpipe, Private Hydrant and Hose Systems
 NFPA 24, 2013 Edition, Installation of Private Fire Service Mains and their Appurtenances
 NFPA 72, 2013 Edition, National Fire Alarm Code, as amended
 American Welding Society – Standard Qualifications Procedures
 American Wood Preservation Association
 National Fire Protection Association NFPA 90A
 National Warm Air Heating and Air Condition Association
 National Electrical Code
 ASTM C635- Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings
 State of California Specification 7220-XXX-01, Carpet
 Interpretations of Regulation (IR) issued by the Division of the State Architect

2. PRODUCTS

2.1. Material and Workmanship

All workman shall be skilled and qualified for work which they perform. All materials used, unless otherwise specified, shall be new and of the type and grades specified. The Contractor shall, if requested, furnish evidence satisfactory to the Architect that such is the case.

Contractor's crew assigned to any work performed under this Contract shall include one competent and fully experienced person designated as the responsible person in charge. Such person must be identified by name to the District in advance of any work. Upon request, the Contractor shall promptly furnish to the District information relating to this employee's experience.

3. DESIGN CRITERIA & EXECUTION

3.1. General

Two (2) modules in the case of the classroom building (24x40) or three (3) modules in the case of the classroom building (30x32), (36x40) or four (4) modules in the case of the classroom building (48x40) or six (6) modules in the case of a (72x40), or two (2) modules in the case of the classroom building (28x36) designed so that two (2) or three (3) or four (4) or more modules may be joined together to form a complete building; maintain a positive alignment of floors, walls and roof, and to permit simple nondestructive detachment for future relocation.

Each module shall be permanently identified with a identification tag 3" x 1 ½" minimum size with the following information:

- A. Design wind load
- B. Design roof live load
- C. Climate Zone
- D. DSA Application Number
- E. Design Floor Load

This tag may be in addition to or combined with the identification tag required by the Division of the State Architect.

Each module shall be capable of resisting all vertical and lateral loads during transportation and relocation. When modules are assembled, joints shall be sealed with removable closing strips or other method to present a furnished appearance and be permanently waterproof.

Each module shall be sufficiently rigid to be jacked up at the front and back corners for relocation without damage or the module shall have lift lugs at the front and back located as required so that the module may be

jacked up for relocation in one piece without damage. This requirement shall be met without additional supports of any type.

Evidence of excessive bowing during the installation of the modules which, in the opinion of the Architect, causes excessive working at any joint or compromises the structural integrity of the module shall be sufficient reason for rejection of the module.

Finish and base materials at each module, except roofing, floor covering and suspended ceiling, shall terminate at interior module joints in a manner to join flush and tight with the same material in adjacent module so that modules may be relocated with minimum cutting and patching.

The structural system of each module shall be either an independent moment-resistant steel frame or steel attachments as required to resist lateral loads in both directions for both single and two story buildings. Shear wall type construction may be employed on snow load buildings only – No Exceptions.

Any trademarks, pending patents, patents, or design ideas, concepts are considered instruments of services and intellectual property of Contractor.

3.2. Standards Baseline

The baseline building will be based on Modular Buildings Specifications. The Sections below however, supercede for the High Performance buildings.

3.3. Structural

3.3.1. All steel moment frame, 45% Recycled DSA PC Design.

3.3.2. 1:12 nominal Mono pitched, 3" standing seam metal cool-roof, SRI 80.

3.3.3. Architectural front and rear louvered shade structures with hot dipped galvanized finish.

3.3.4. 5" concrete on metal deck floor system, 25% RC fly ash.

3.3.5. Galvanized 8' insulated door with view window.

3.3.6. Factory applied 7/8 hybrid plaster system exterior finish.

3.4. Insulation

3.4.1. Cumulative R-Values: R-21 HD Wall and R-30 HD Roof.

3.4.2. Eco-friendly insulation

3.4.2.1. Green Guard Certified,

3.4.2.2. formaldehyde-free,

3.4.2.3. 30% recycled content.

3.5. Floor and Wall

3.5.1. Vaulted T-bar ceiling design, 8'6" – 10'-6"

3.5.2. Tackable Wall Coverings, Low-VOC, high RC, 100% recycled backing.

3.5.3. (2) 5' x 8' ft. whiteboards.

3.5.4. Formaldehyde-free, FSC certified composite wood within casework.

3.5.5. Acoustical ceiling tiles, 2' x 2', Low-VOC, 82% RC.

3.5.6. Carpet tiles, Green Label Plus for IAQ, 45% RC, 100% recycled backing (24" x 24").

3.5.7. Low to no VOC primers and paints.

3.6. Energy, Lighting and Windows

3.6.1. Solar Panel Ready Roof – 3psf.

3.6.2. Large Low-E dual glazed view windows – recycled aluminum frames.

3.6.3. Energy Star tubular skylights with adjustable damper (as applicable) / 6 ea per 960 sf.

3.6.4. LED dimmable lighting system wit occupancy sensors.

3.6.5. Fixed windows.

3.6.6. Manually operable shades.

3.6.7. Architectural exterior LED light on Photos Cell or EMS ready.

3.7. Indoor Air-Quality and Thermal Comfort

3.7.1. High Efficiency indoor floor supported HVAC.

3.7.2. HVAC MERV 13 filter.

3.7.3. Separate temperature/ventilation controlled for each classroom.

3.7.4. Permanent walk-off mats.

END OF DOCUMENT

MODULAR ELEVATOR SPECIFICATIONS

1. GENERAL

1.1. Related Documents and Provisions

Contractor shall review all Contract Documents for applicable provisions related to the provisions in this document, including without limitation:

- 1.1.1. General Conditions;
- 1.1.2. Special Conditions;
- 1.1.3. Modular Building Specifications
- 1.1.4. High Performance Design Specifications

1.2. Summary

Provide a modular elevator for the Two-story buildings allowable in this contract.

1.3. Provided by District – Not in Contract

- 1.3.1 All electrical must be run in EMT or rigid conduit, for both high and low voltage.
- 1.3.2 All electrical to be terminated and hooked up in disconnect and junction boxes which are provided in the elevator.
- 1.3.3. The controller cannot be used as a pull box.
- 1.3.4. All electrical circuits must be hot, smoke detector operational and telephone must have dial tone prior to calling to prepare elevator for final inspection.
- 1.3.5. Conduit and power location as directed by Contractor.
- 1.3.6. Conduit and power up for electrical service to the elevator disconnect.
- 1.3.7. Conduit and power(s) for the three 100v circuits.
- 1.3.8. Conduit and line for the telephone.
- 1.3.9. Detector must have two sets of open dry contacts.
- 1.3.10. Conduit run from smoke detector to the controller
- 1.3.11. Telephone line to be run in conduit to jacks supplied above controller.
- 1.3.12. Telephone number to be supplied for emergency auto dialing.
- 1.3.13. All circuits to be dedicated and originate outside of the elevator or the equipment room.

- 1.3.14.** Installation of a drain line and tank or other approved means to deal with sump drain discharge.
- 1.3.15.** Elevator Fire Alarm as required, including smoke detector in machine room an AC for machine room (if required).
- 1.3.16.** Install Ground Rod in bottom of the elevator pit. Attach a bond from ground rod to lug on tower frame.
- 1.3.17.** All items listed above must be completed before sending a crew to adjust and go through the inspection process. A two-week notice is required to schedule appointments after installation is complete.
- 1.3.18.** State elevator regulations require that the District have a Service Contract. This requires that the elevator be serviced each month. Not having a service contract could affect warranty on the elevator.

1.4. Submittals

Provide shop drawings.

2. PRODUCTS

2.1. Manufacturers

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated in the work include but are not limited to the following:

As distributed by T.L. Shield & Associates, Inc. or equal

2.2. Materials and Components

- 2.2.1. General Requirements.** Provide manufacturer's standard pre-engineered elevator system(s) that will comply with or fulfill the requirements of elevator schedule sheets at end of this Section, or at manufacturer's option, provide custom-manufactured elevator system(s) that will fulfill requirements. Where components are not otherwise indicated, provide standard components published by manufacturer as included in standard, pre-engineered elevator system(s) and as required for a complete system. All hydraulics, car, platform, car doors, hoistway doors, to be pre-installed in pre-engineered, pre-fabricated hoistway tower.
- 2.2.2. Hydraulic Machines and Elevator Equipment.** Provide manufacturer's standard twin jacks for each elevator, with electric pump-tank-control system equipment in machine room as indicated.
- 2.2.3. Piping.** Provide size, type, and weight piping recommended by manufacturer, and provide isolation couplings to prevent sound/vibration transmissions from power unit.
- 2.2.4. Inserts.** Furnish required concrete anchors for anchorage of the modular elevator unit.
- 2.2.5. Car Frame and Platform.** Manufacturer's standard welded steel units.

2.3. Control Systems

- 2.3.1. General.** Provide manufacturer's standard control system for each elevator or group of elevators as required to provide automatic operation of the type indicated and defined in the Code as "Operations".

2.3.2. Single Elevator Control – Passenger. Provide solid-state “Selective collective Automatic Operation”, as defined in ASME/ANSI A17.1.

2.3.3. Auxiliary Operations/Controls. In addition to primary control system features, provide the following controls or operational features for passenger elevators, except where otherwise indicated.

2.3.3.1. Emergency power operation, where scheduled.

2.3.3.2. Automatic 2-way leveling.

2.4. Signal Equipment

Provide signal equipment for each elevator or group of elevators to comply with requirements indicated below

2.4.1. Provide illuminated hall-call and car-call buttons that light up when activated and remain lit until call or other function has been fulfilled; fabricated of acrylic or other permanent plastic.

2.4.2. Except for buttons and illuminated signal elements, fabricate signal equipment with exposed surfaces of stainless steel with manufacturer’s standard directional polish or satin finish.

2.4.3. Car Control Stations. Provide car control station in each car with flush-mounted metal face plates containing call button for each landing served and other buttons, switches, and controls required for specified car operation and control. Mount as shown or scheduled at height complying with ASME/ANSI A17.1. If not otherwise indicated, mount in return panel adjacent to car door. Provide operating device symbols as required by Code. Mark other buttons and switches with manufacturer’s standard identification for required use or function.

2.4.4. Car Position Indicator. For Passenger elevator cars, provide either illuminated-signal type or digital-display type, located near top of each car or in car control station. In addition to visual indicator, provide audible signal to indicate to passengers that car is either stopping at or passing each of the floors served.

2.4.5. Hall Push-Button Station. Provide hall push-button station at each landing for each elevator. Provide 1-button station where only one direction of travel is available and indicate which direction that is.

2.4.6. Car Riding Lanterns. Provide units with illuminated “up” and “down” signal arrows, but provide single arrow where only one direction is possible. Provide units projecting from faceplate for each of angular viewing, except provide flush units where a location in hoistway entrance frame is indicated. Match materials, finishes, and mounting method of hall push-button stations.

At manufacturer’s option, hall lantern signals may be placed either above or beside each hoistway entrance or in jamb of entrance frame for each elevator. Mount at minimum of 6'-0" above finished floor.

In conjunction with each car riding lantern device, provide an audible signal to indicate that a car is arriving in response to a hall call and to indicate direction of car travel. Signal shall sound once for “up” direction of travel and twice for “down” direction.

2.4.7. Telephone. Provide automatic hands-free telephone in each car, contained in flush-mounted cabinet and complete with identification and instructions for use.

2.4.8. Alarm System. Provide emergency alarm bell properly located within building and audible outside hoistways, equipped to sound automatically in response to emergency stops and in response to “Alarm” button on each car control station.

2.5. Passenger Elevator Car Enclosure

Provide manufacturer's standard pre-engineered car enclosures of the selections indicated. Include ventilation, lighting, ceiling finish, wall finish, access doors, doors, power door operators, sill (threshold), trim, accessories, and floor finish unless indicated as not work of this Section. Provide horizontal sliding doors of manufacturer's standard flush panel type, with operation and number of panels as indicated. Provide manufacturer's standard protective edge trim system for door and wall panels, except as otherwise indicated.

2.5.1. Materials and Fabrication. Provide selections as indicated for each car enclosure surface; provide manufacturer's standards, but not less than the following.

2.5.1.1. Enameled Steel Door Panels. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel, commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.5.1.2. Stainless Steel. ANSI Type 302/304 with No. 4 satin finish.

2.5.1.3. Aluminum Sills. Cast or extruded aluminum, with grooved surface, 1/4-inch thickness, mill finish.

2.5.1.4. Plastic Laminate. High-pressure type complying with NEMA LD3, Type GP-50 (0.050-inch nominal thickness)" color, texture, and pattern as selected by Architect from standard products available in the industry.

2.5.1.5. Fabricate car door frame integral with front wall of car.

2.5.1.6. Fabricate solid wood-core car with recesses and cutouts for signal equipment.

2.5.1.7. Luminous Ceiling. Fluorescent light fixtures and ceiling panels of translucent or open egg-crate plastic, of acrylic or other permanent rigid plastic complying with flammability requirements.

2.6. Personal Protective Devices

2.6.1. Handrails. Provide manufacturer's standard aluminum handrails on back wall unless otherwise indicated either continuous or segmented units.

2.6.2. Automatic Door Re-Opening Device. Provide electronic device with timed cutout, projecting infrared light beams across car entrance at full height of car door that when interrupted will cause closing doors to stop and re-open. Provide keyed switch in car operating panel or toggle switch in service cabinet for disconnecting photo-eye protective device.

2.6.3. Operational Nudging Feature. After car doors are prevented from closing for a pre-determined adjustable time period, through activation of detection device or door edge protective device, a loud buzzer shall sound and door shall begin to close at a reduced rate of speed. Doors shall continue to close unless door edge protective device is activated, which shall cause doors to re-open. Process shall repeat until obstruction is removed from entrance.

2.7. Passenger Hoistway Entrances

2.7.1. Provide pre-installed, manufacturer's standard, pre-engineered, hollow-metal type, sliding, door-and-frame hoistway entrances complete with track systems, hardware, safeties, sills and accessories. Match

car enclosure doors for size, number of door panels, and door panel movement. Provide a frame-section size and profile to coordinate with hoistway wall construction as indicated.

2.7.1.1. Where gypsum-board wall construction is indicated, fabricate frames with re-enforced head sections; provide sufficient strength without support from wall lintels.

2.7.2. Materials and Fabrication Provide selections indicated that comply with manufacturer's standards, but not less than the following.

2.7.2.1. Enameled Frames. Framed steel with manufacturer's standard baked synthetic enameled finish, colors as selected by Architect.

2.7.2.2. Enameled Steel Panel. Flush hollow-metal construction, fabricated from ASTM A 366 cold-rolled steel; commercial quality, Class 1, matte finish, stretcher leveled. Provide with factory-applied baked-on enamel finish; colors as selected by Architect.

2.7.2.3. Aluminum Sills. Extruded aluminum, with grooved surface, 1/4-inch thickness, mil finish.

3. EXECUTION

3.1. Examination

Prior to commencing elevator installation, examine pre-fabricated hoistways, hoist-way openings, pits, and machine rooms, as constructed; verify all critical dimensions and examine supporting structure and all other conditions under which elevator work is to be installed. Notify Contractor in writing of any dimensional discrepancies or other conditions detrimental to the proper installation or performance of elevator work. Do not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the Installer.

3.2. Installation of Elevator System

3.2.1. General. Comply with manufacturer's instructions and recommendations for work required during installation.

3.2.2. Excavation for Pit. Excavate for each elevator pit to accommodate installation of modular elevator unit; comply with applicable requirements of Division 2 "Excavation" sections.

3.2.3. Install modular elevator units plumb and accurately centered for elevator car position and travel; anchor securely in place.

3.2.4. Welded Construction. Provide welded connections for installation of elevator work where bolted connections are not required for subsequent removal or for normal operation, adjustment, inspection, maintenance, and replacement of worn parts. Comply with AWS standards for workmanship and for qualifications of welding operators.

3.2.5. Coordination. Coordinate elevator work with work of other trades for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by Contractor to ensure dimensional coordination of the work.

3.2.6. Sound Insulation. Mount rotating and vibrating elevator equipment and components on vibration-absorption mounts, designed to effectively prevent transmission of vibrations to structure and thereby to eliminate sources of structure-borne noise from elevator system.

- 3.2.7. Install piping without routing underground, where possible. Where not possible, cover underground piping with permanent protective wrapping before backfilling.
- 3.2.8. Lubricate operating parts of system, including ropes, if any, as recommended by manufacturers.
- 3.2.9. **Alignment.** Coordinate installation of hoistway entrances with installation of modular elevator unit for accurate alignment of entrances.
- 3.2.10. **Leveling Tolerance.** ½-inch, up or down, regardless of load and direction of travel.
- 3.2.11. Finish interior walls at hoistway entrances and trim to modular elevator unit. Provide sill or finish floor in area of hoistway door penetration in accordance with plans.

3.3. Field Quality Control

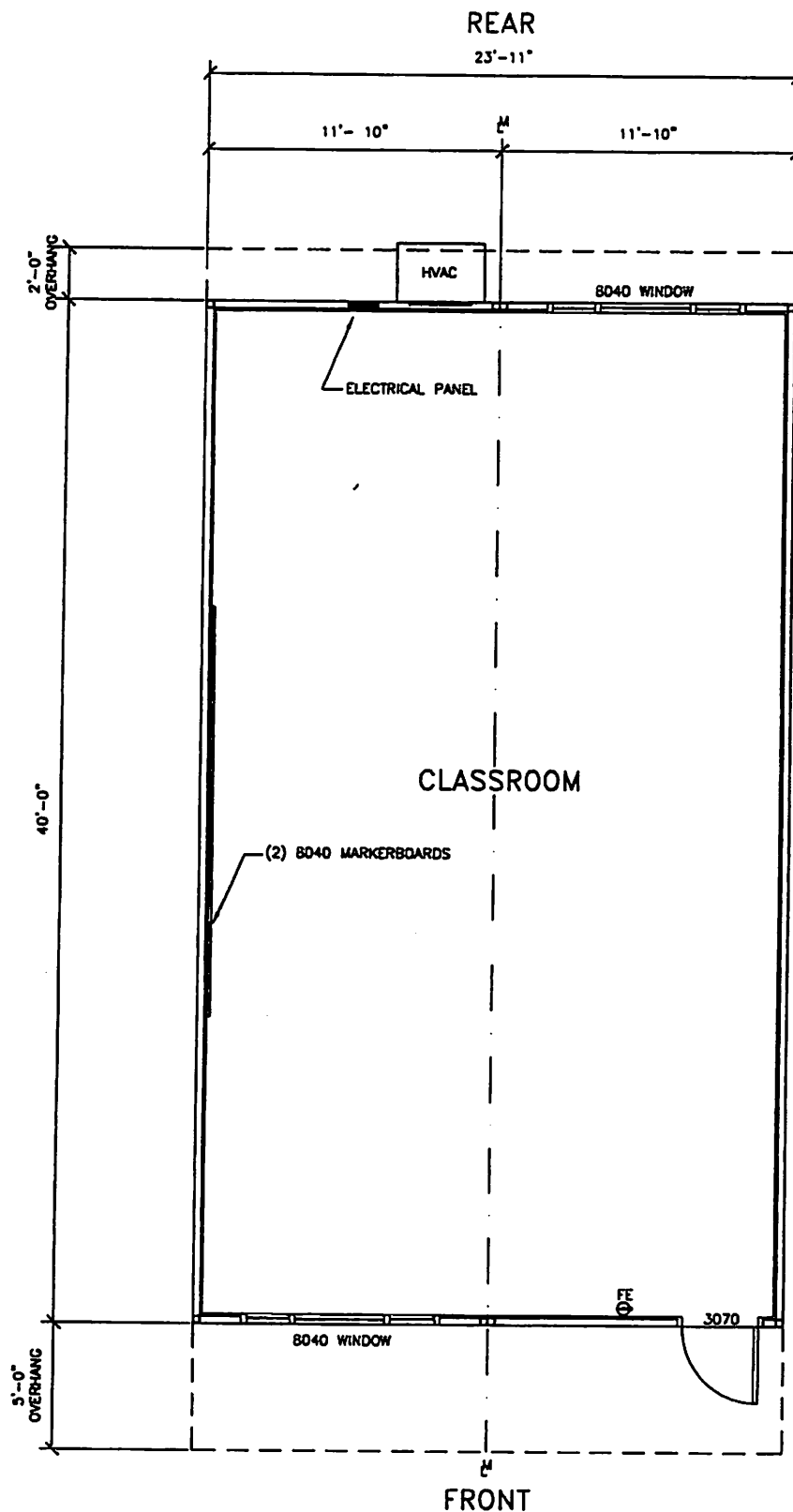
- 3.3.1. **Acceptance Testing.** Upon nominal completion of each elevator installation, and before permitting use of elevator (either temporary or permanent), perform acceptance tests as required and recommended by Code and governing regulations or agencies.
- 3.3.2. **Operating Tests.** Load each elevator to its rated capacity and operate continuously for 30 minutes over its full travel distance, stopping at each level and proceeding immediately to the next. Record temperature rise of pump motor (except submerged pumps) during 30-minute test period. Record failures of elevator to perform as required.
- 3.3.3. Advise Contractor, Owner, Architect, and inspection department of governing agencies in advance of dates and times tests are to be performed on elevators.

3.4. Protection

At time of Substantial Completion of elevator work (or portion thereof), provide suitable protective coverings, barriers, devices, signs, or such other methods or procedures to protect elevator work from danger or deterioration. Maintain protective measures throughout remainder of construction period

END OF DOCUMENT

BUILDING FLOOR PLANS

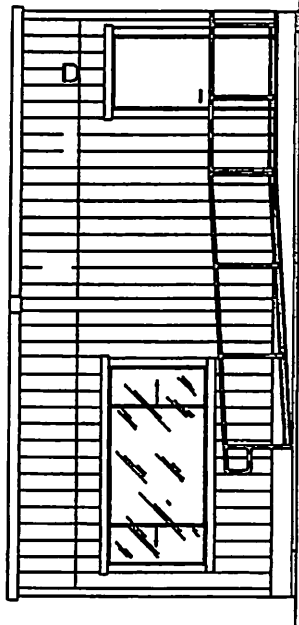


FLOOR PLAN

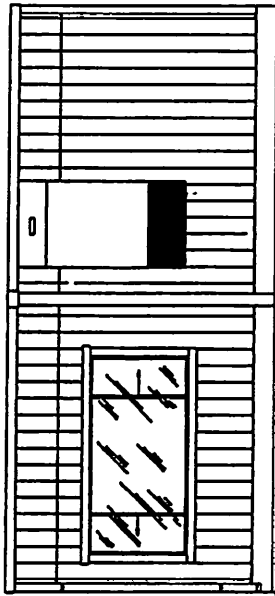
AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

24 X 40 CLASSROOM

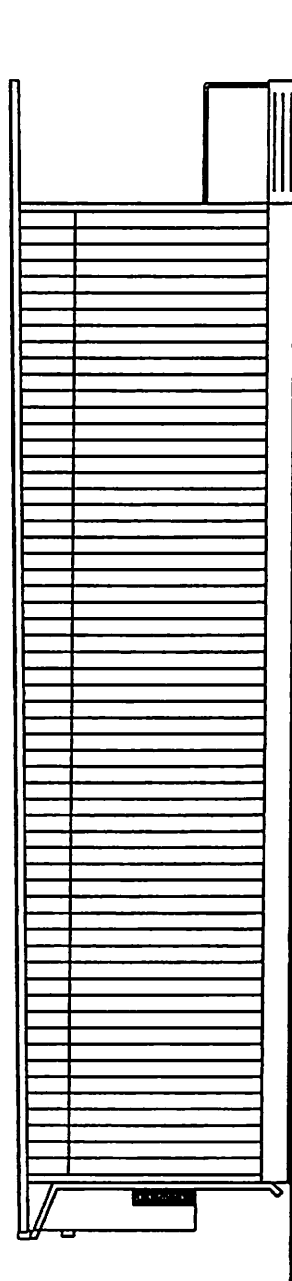
ITEM A



FRONT END/ENTRY ELEVATION



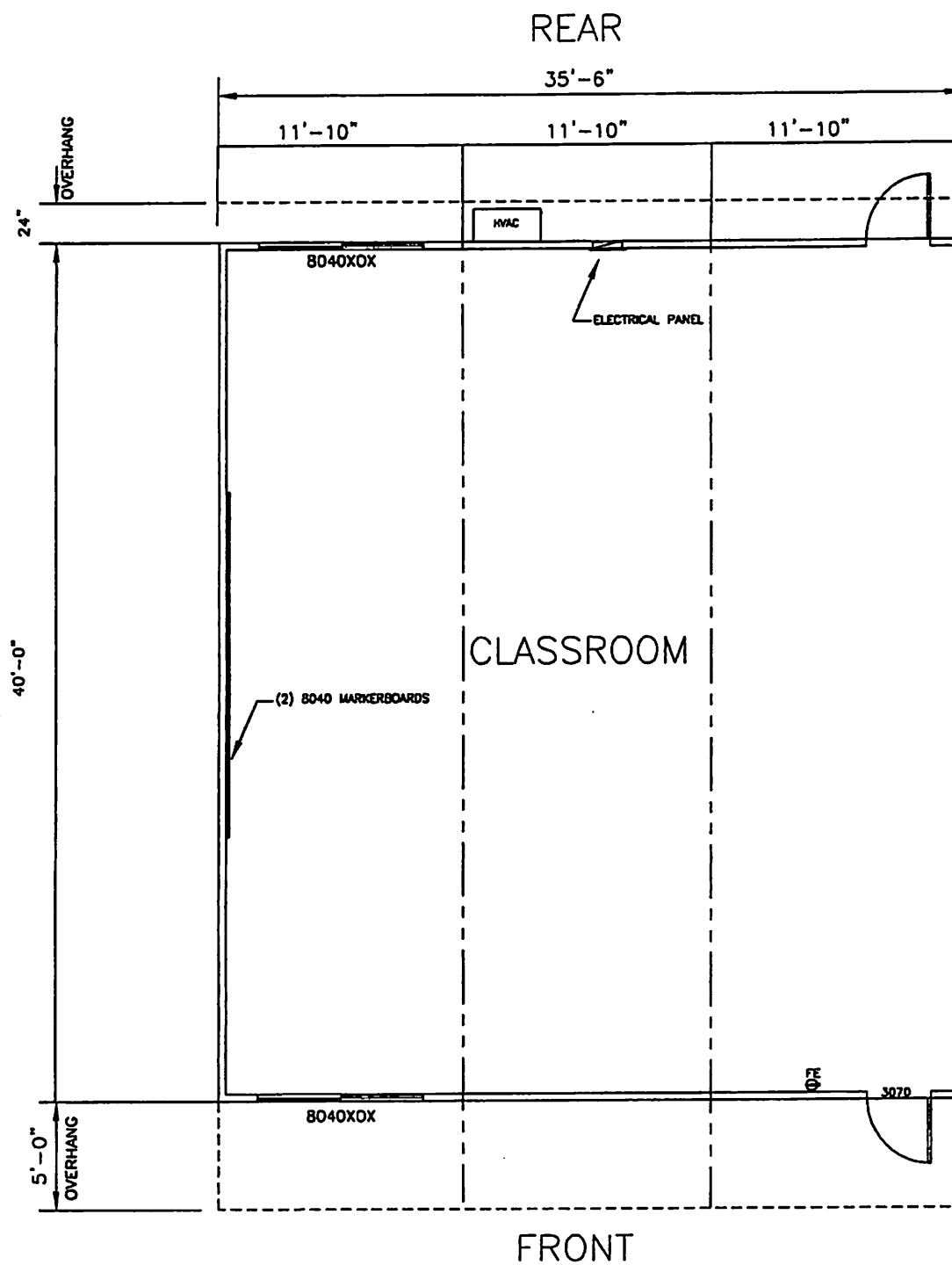
REAR END ELEVATION



SIDE ELEVATION

24 X 40 CLASSROOM

ITEM A

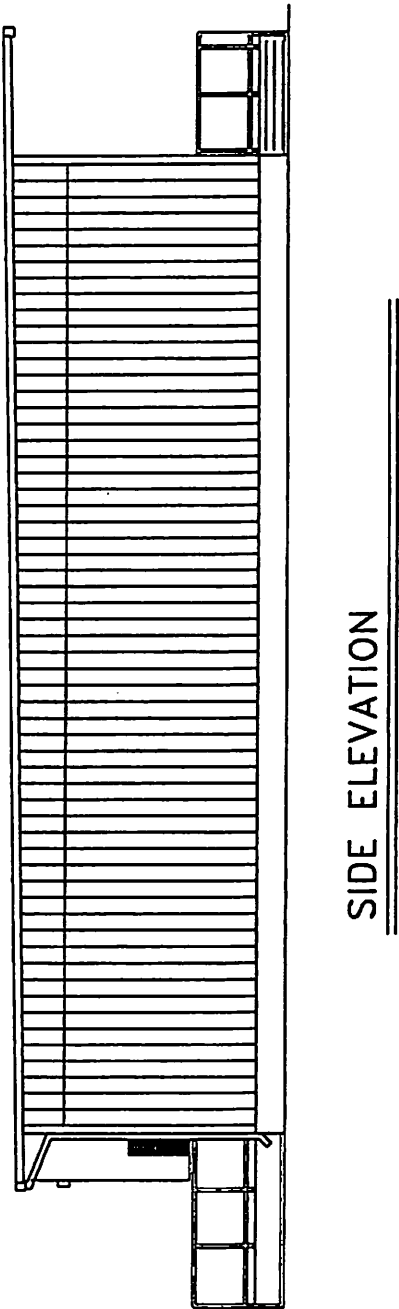
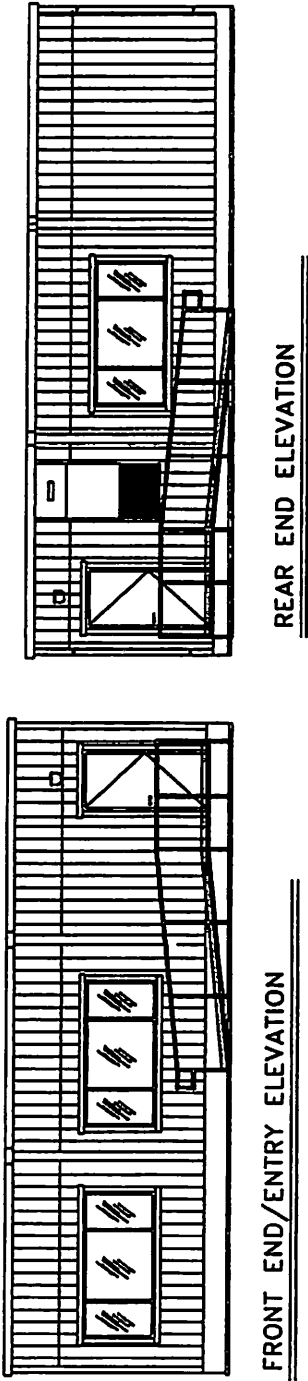


FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

36 X 40 CLASSROOM

ITEM B

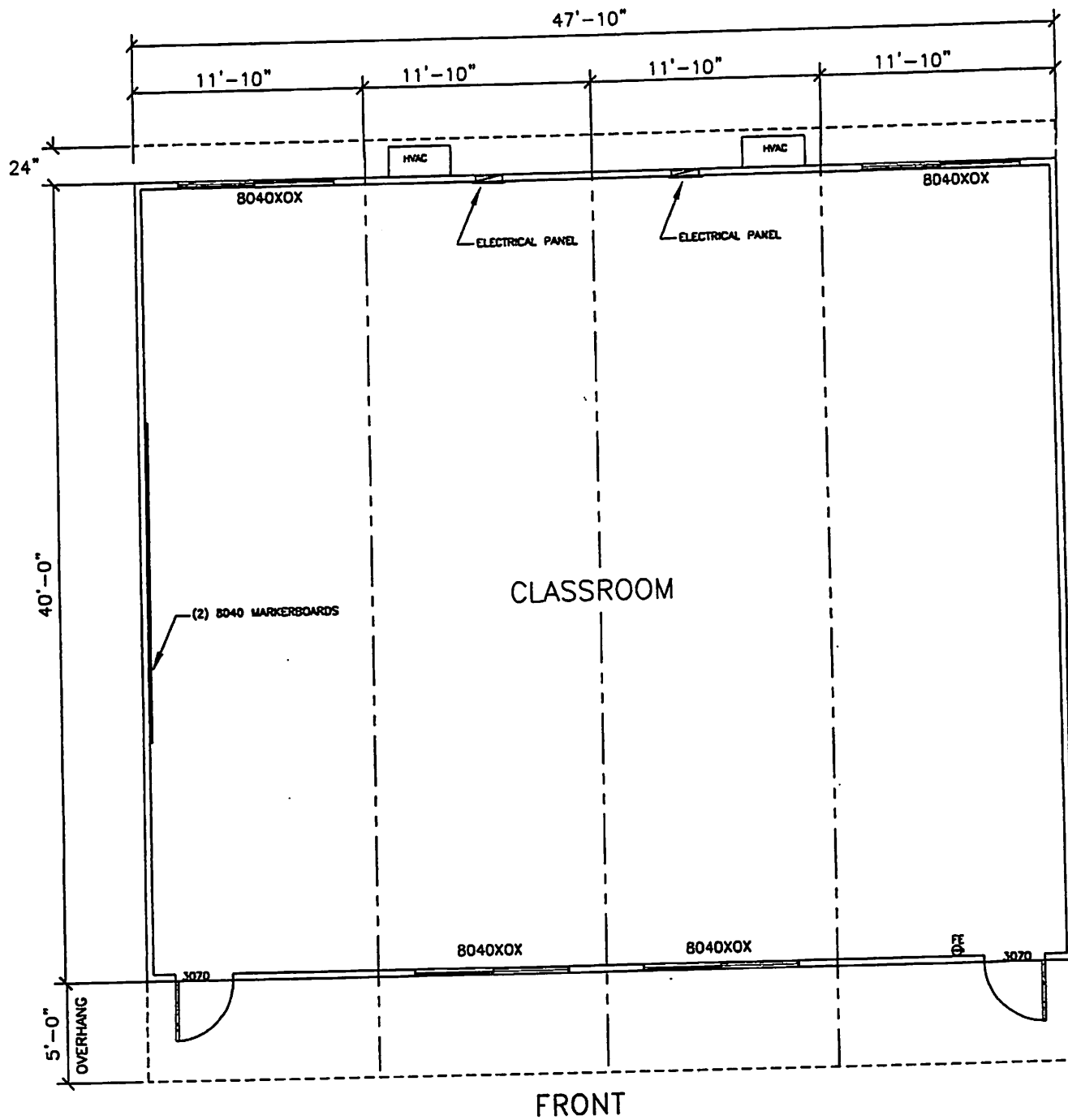


36 X 40 CLASSROOM

ITEM B

REAR

47'-10"

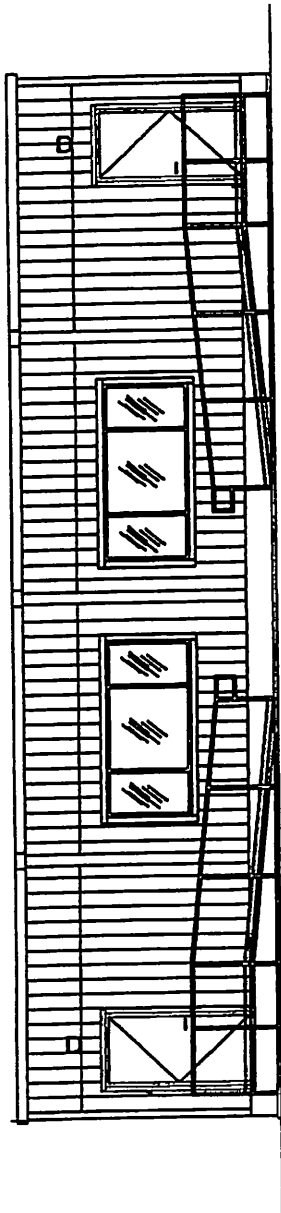


FLOOR PLAN

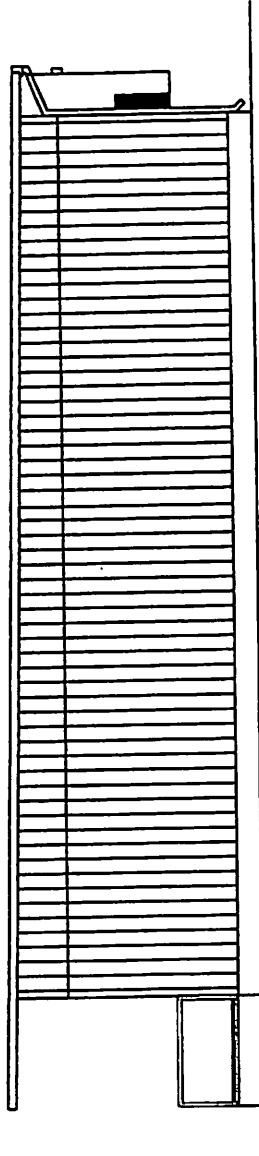
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OR OPPOSITE HAND = RIGHT HAND

48 X 40 CLASSROOM

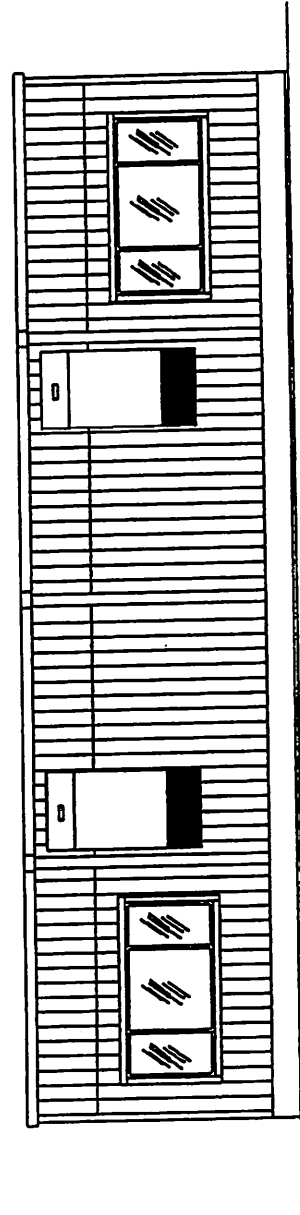
ITEM C



FRONT END/ENTRY ELEVATION



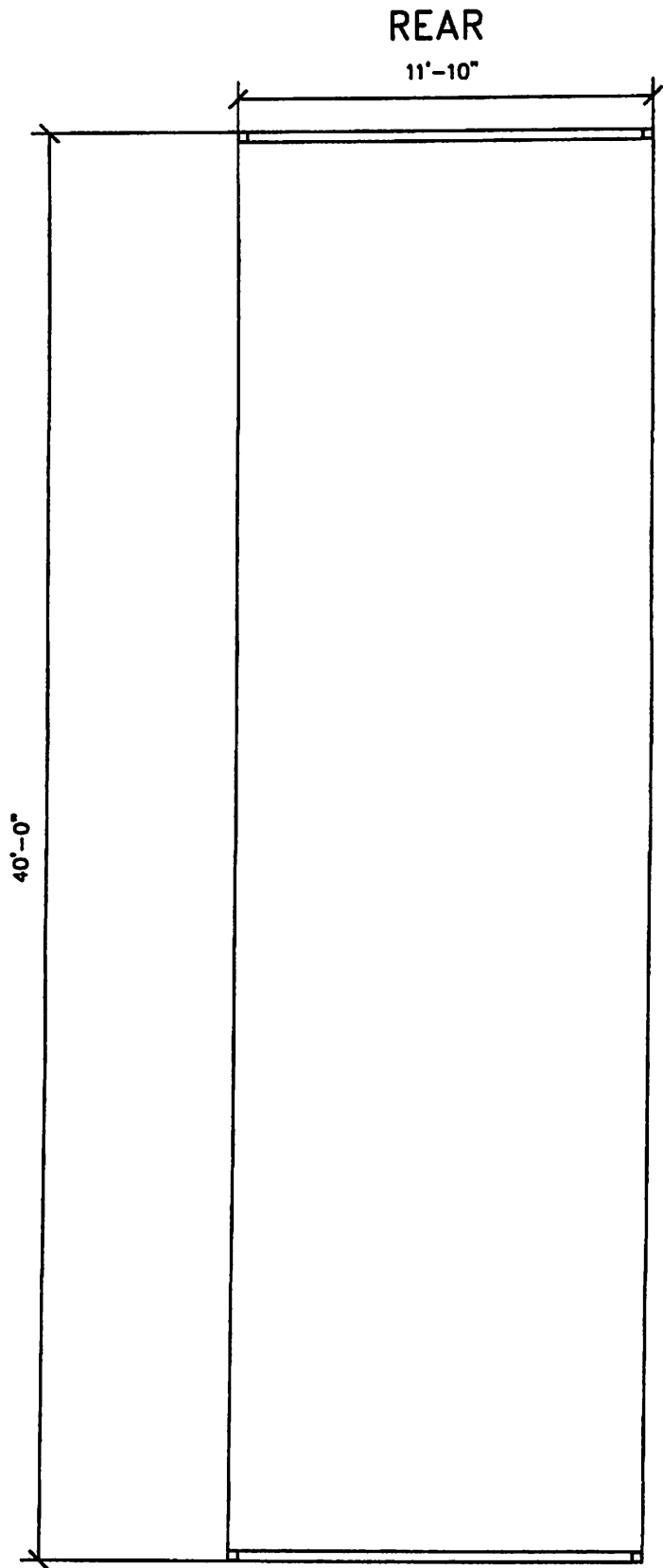
RIGHT SIDE ELEVATION



FRONT END/ENTRY ELEVATION

48 X 40 CLASSROOM

ITEM C

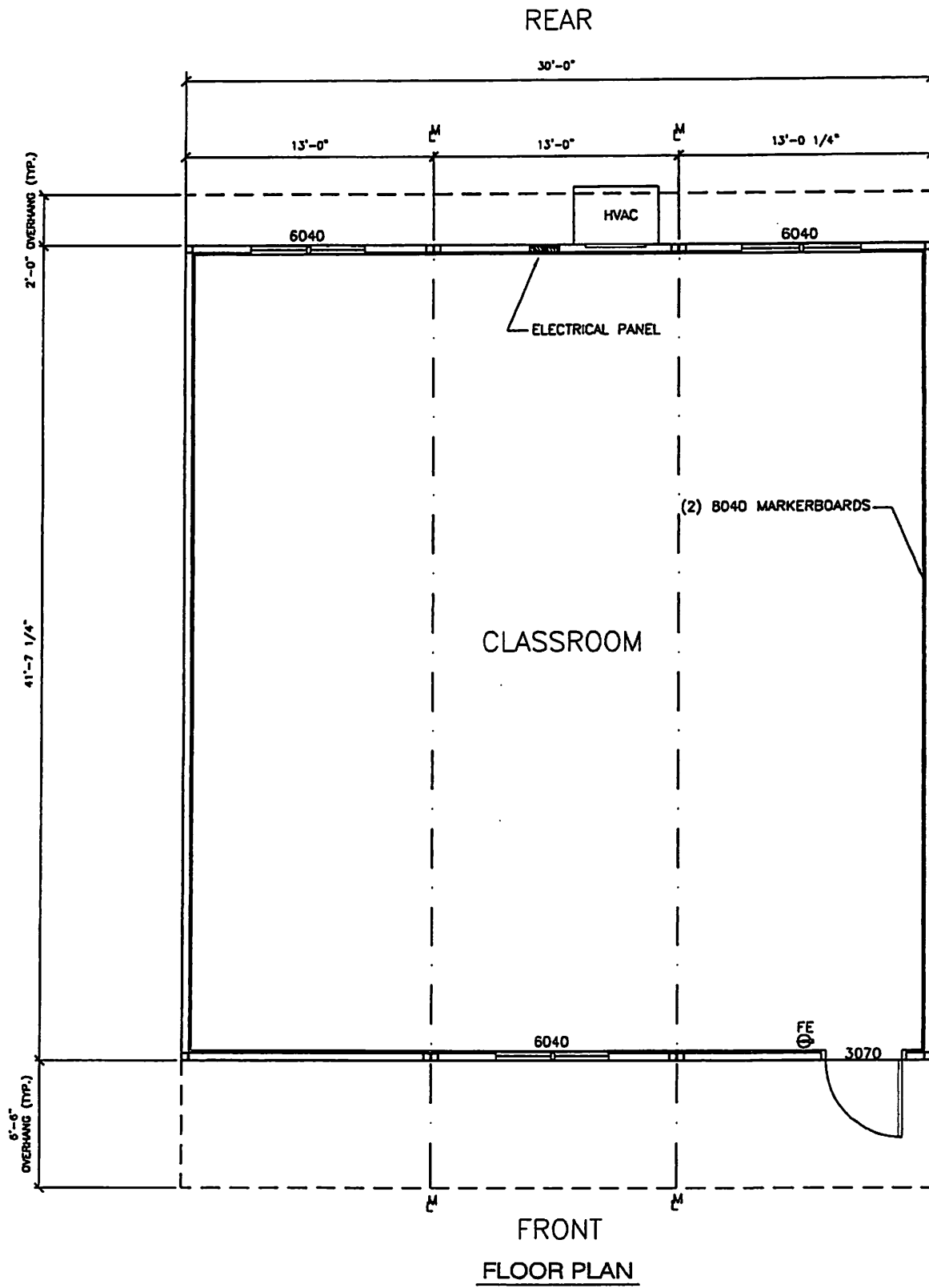


FRONT
FLOOR PLAN

12' MODULE

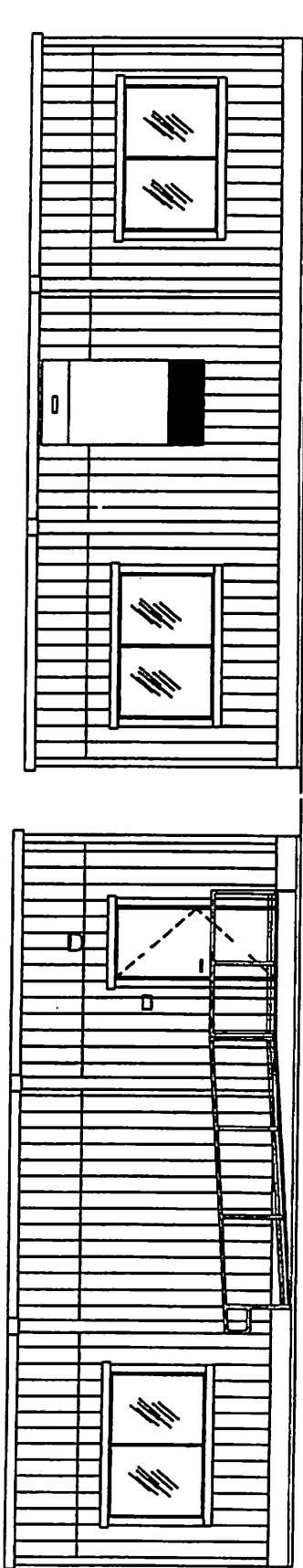
Additional Section

ITEM D



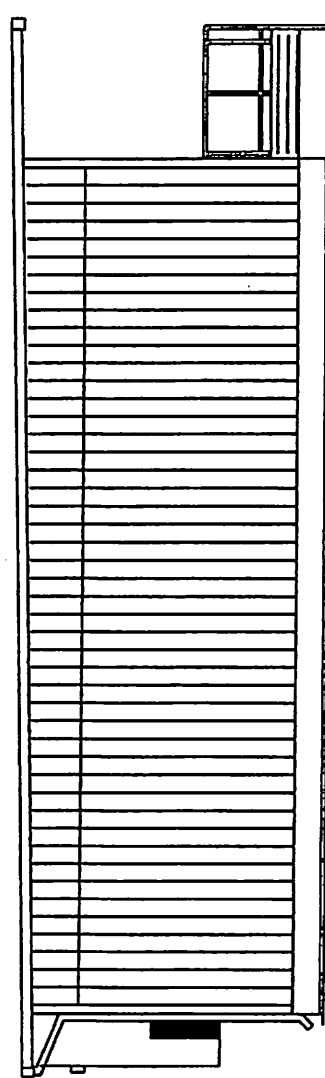
30 X 32 CLASSROOM

ITEM E



FRONT END/ENTRY ELEVATION

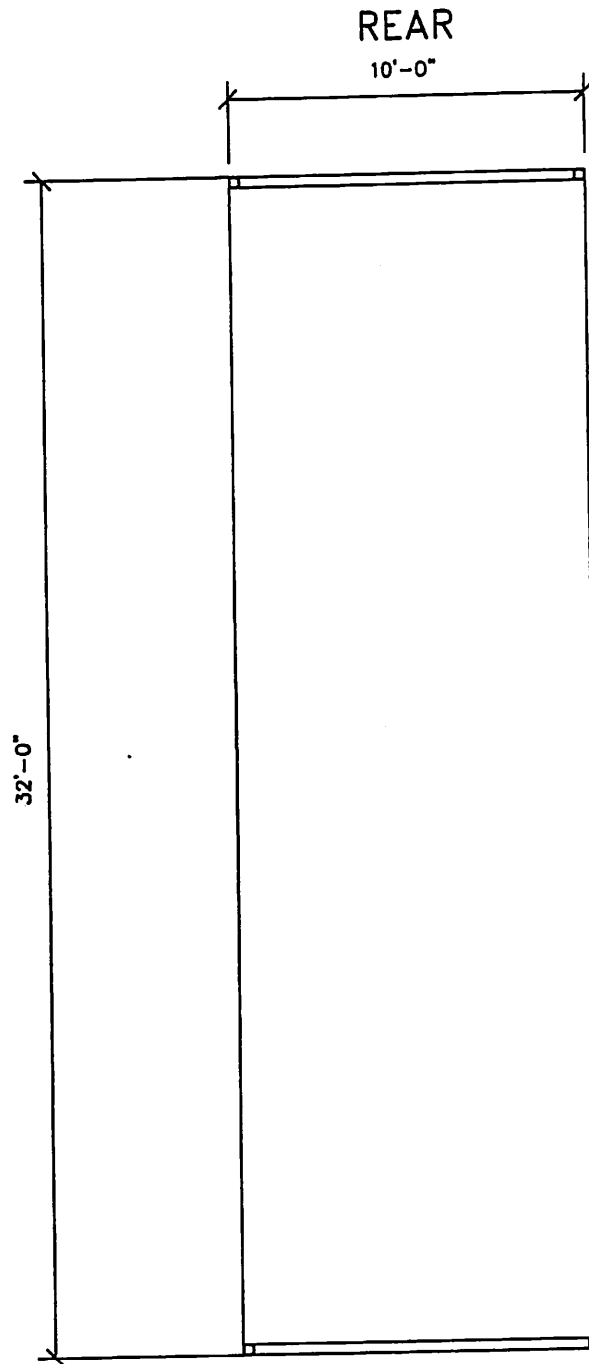
REAR END ELEVATION



SIDE ELEVATION

30 X 32 CLASSROOM

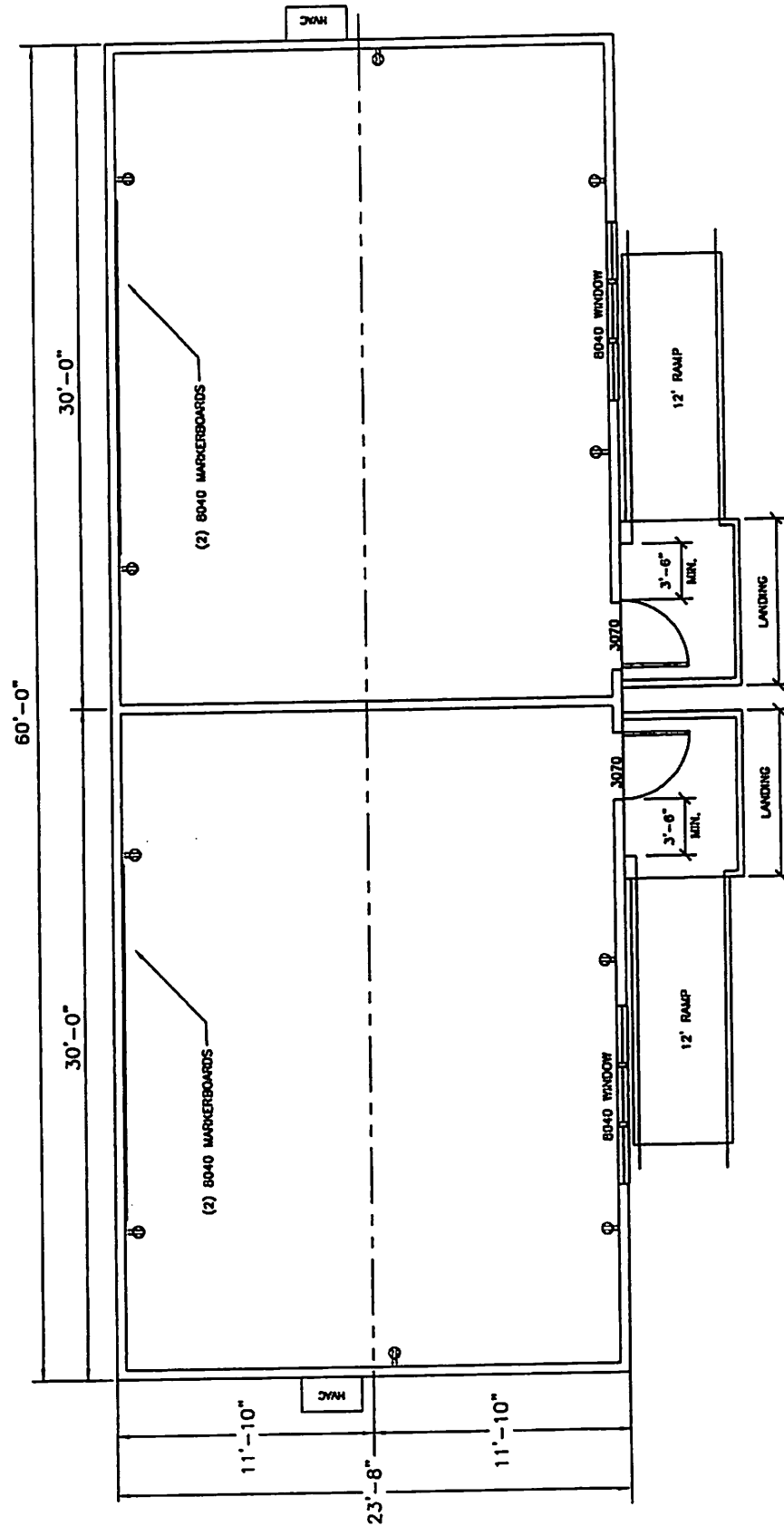
ITEM E



FRONT
FLOOR PLAN

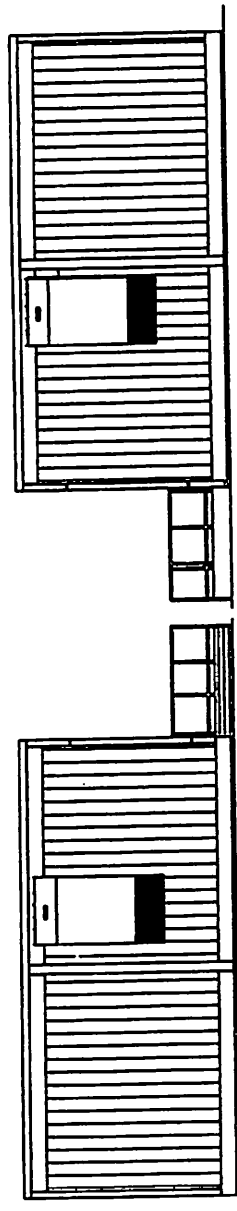
10' MODULE Additional Section

ITEM F



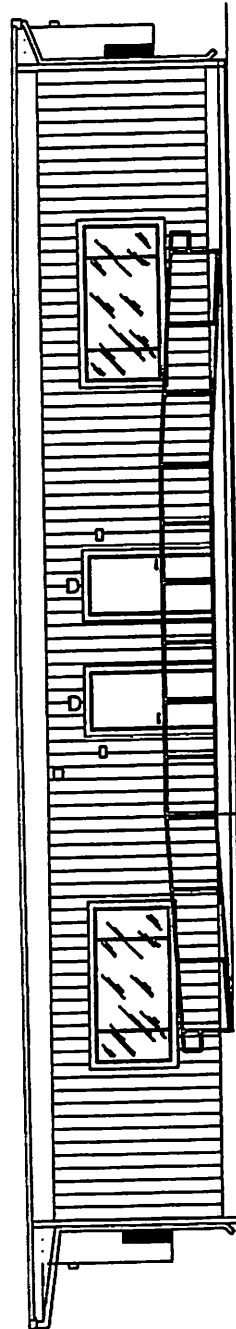
24 X 60 CLASSROOM

ITEM G



FRONT END/ENTRY ELEVATION

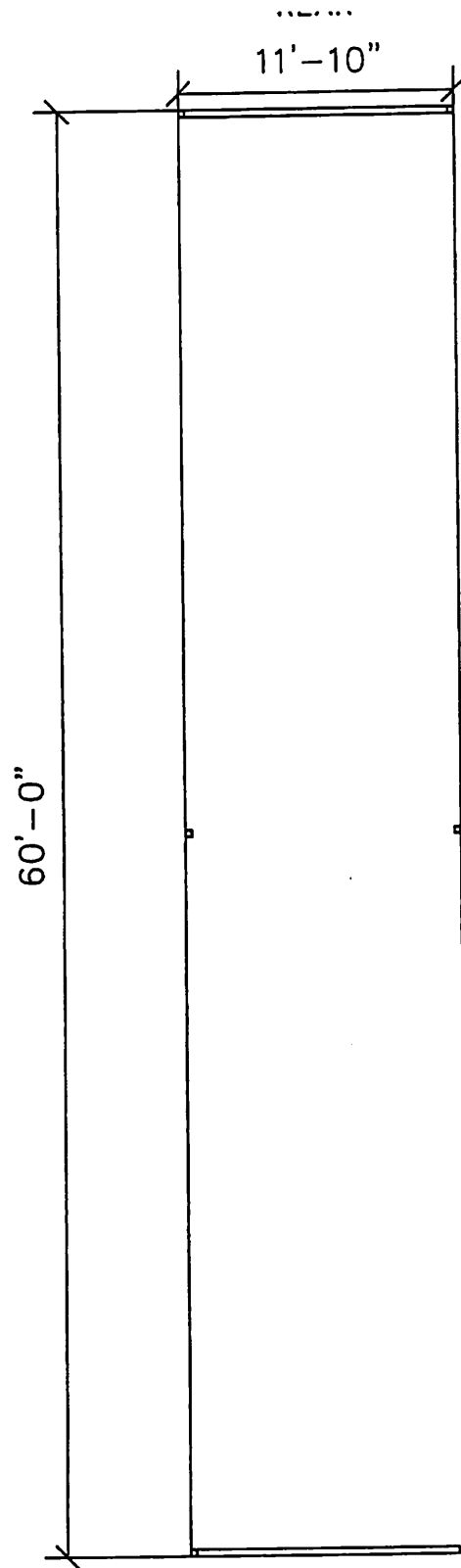
REAR END ELEVATION



SIDE ELEVATION

24 X 60 CLASSROOM

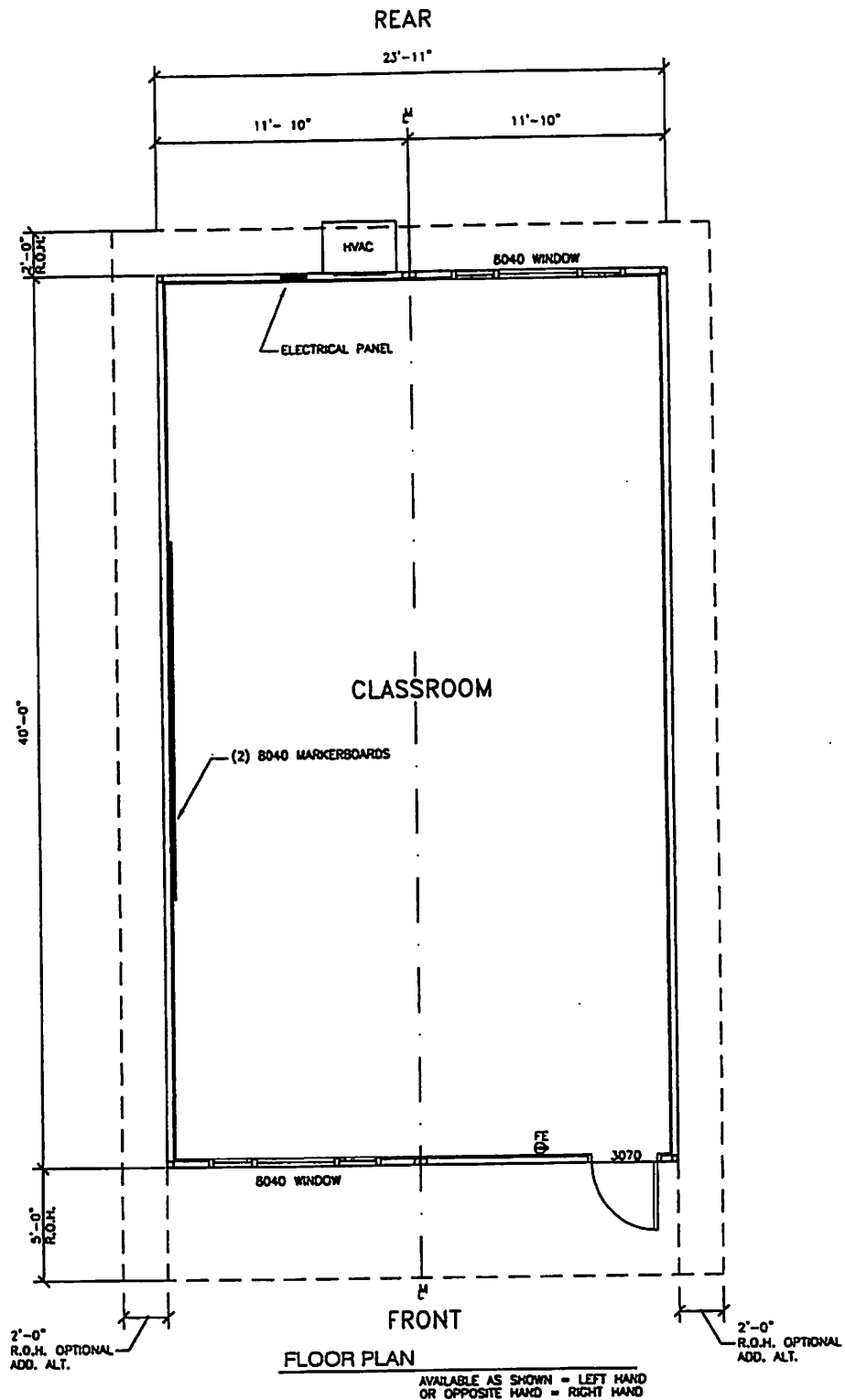
ITEM G



FRONT
FLOOR PLAN

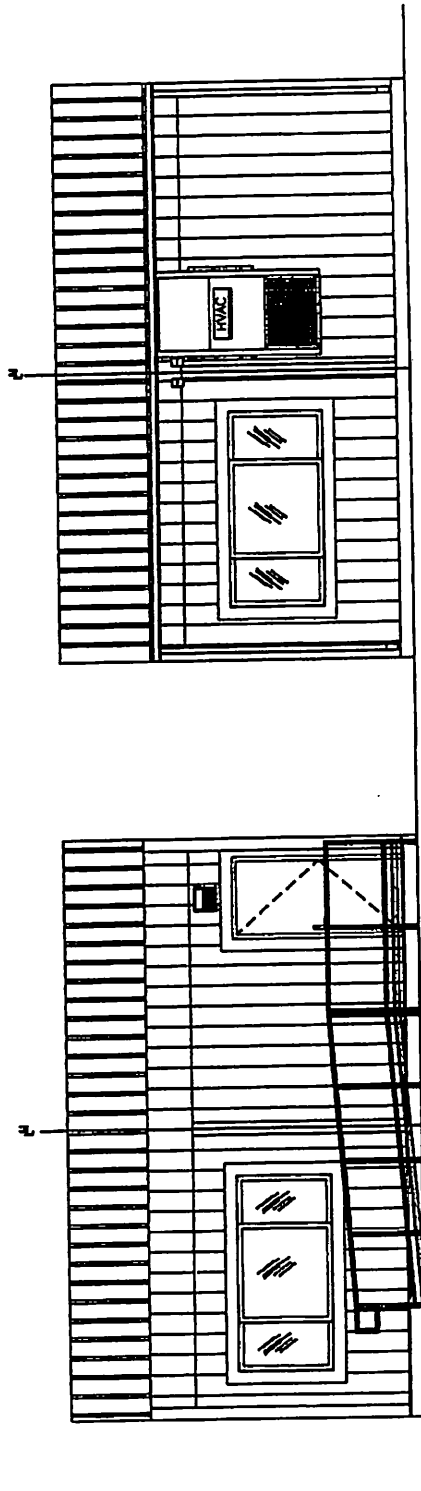
12' MODULE Additional Section

ITEM H



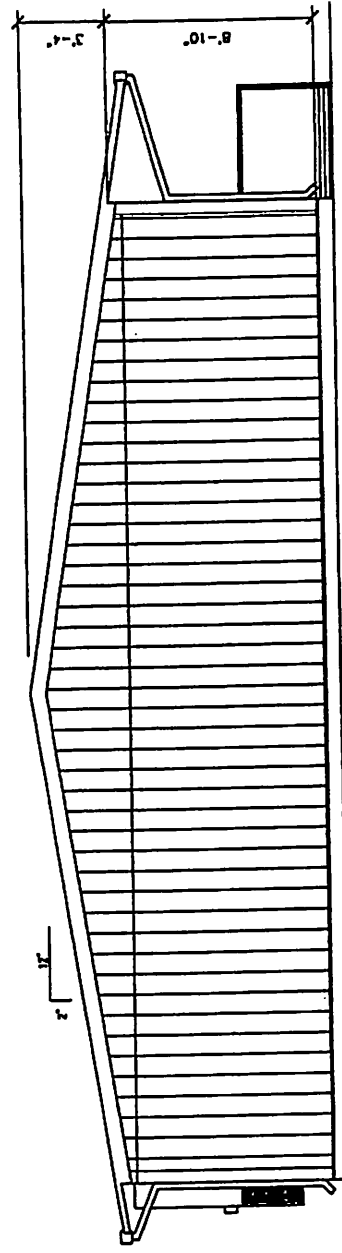
24 X 40 CLASSROOM

ITEM I



REAR EXTERIOR ELEVATION

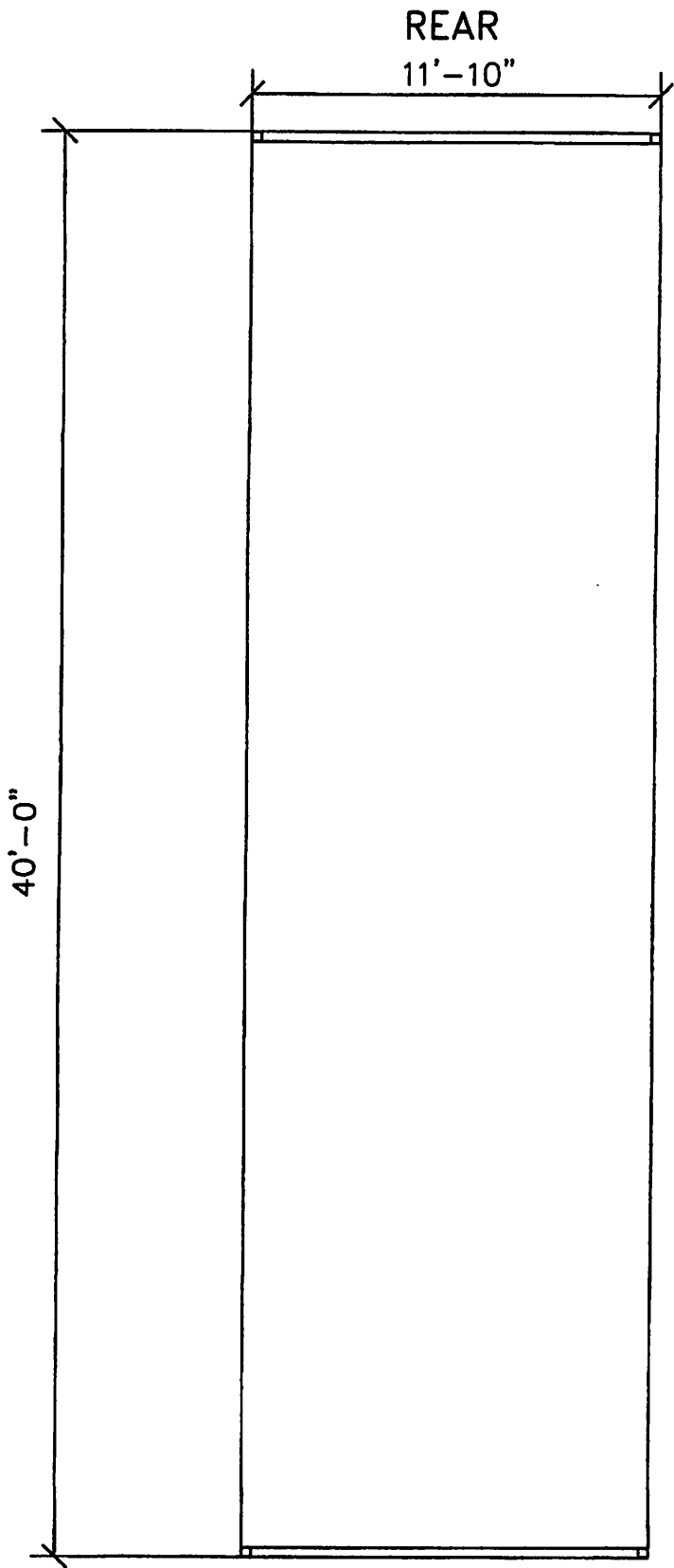
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

24x40 CLASSROOM

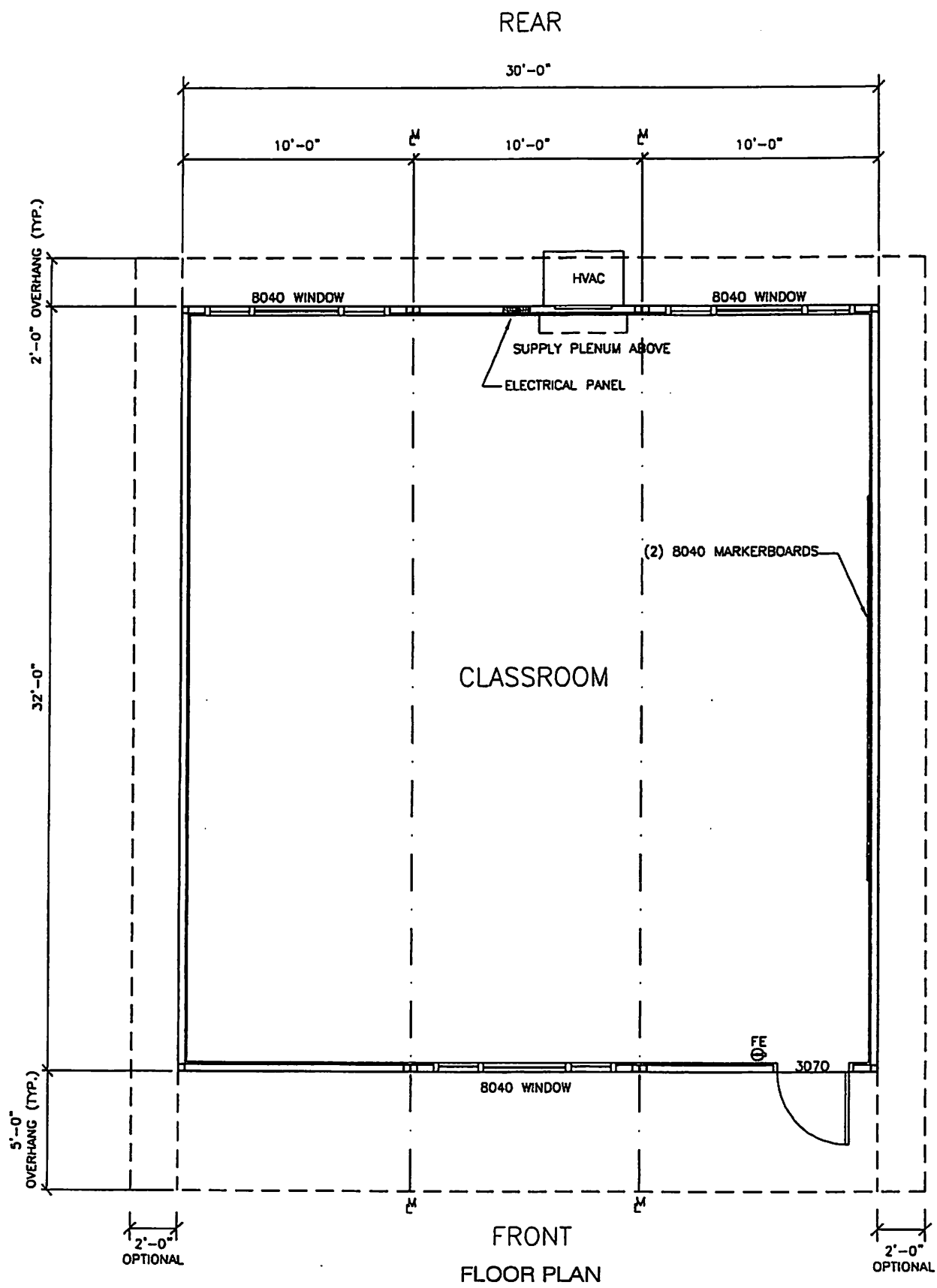
ITEM I



FRONT
FLOOR PLAN

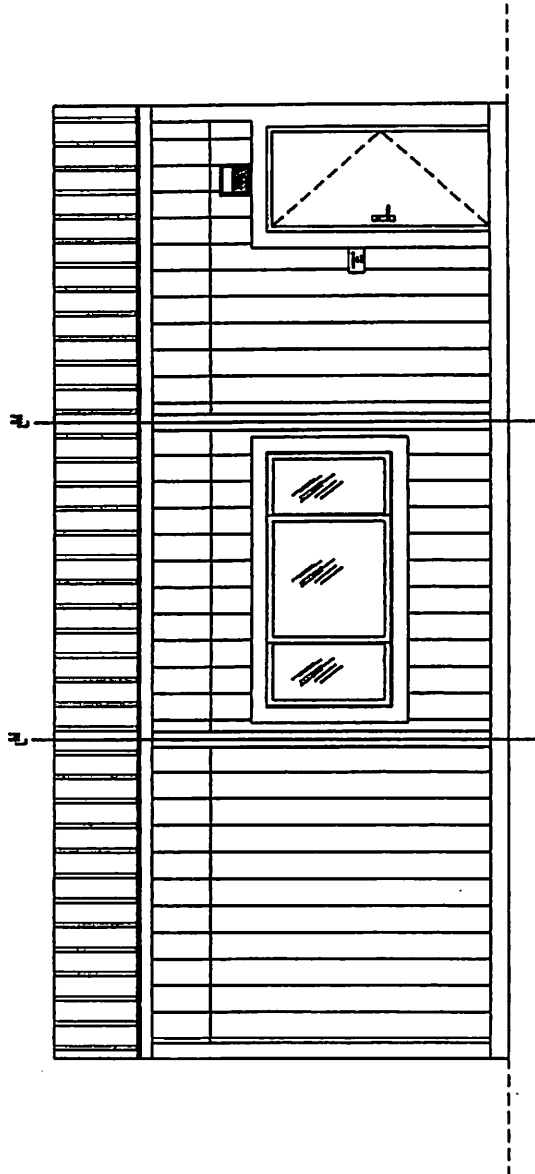
12' MODULE Additional Section

ITEM J

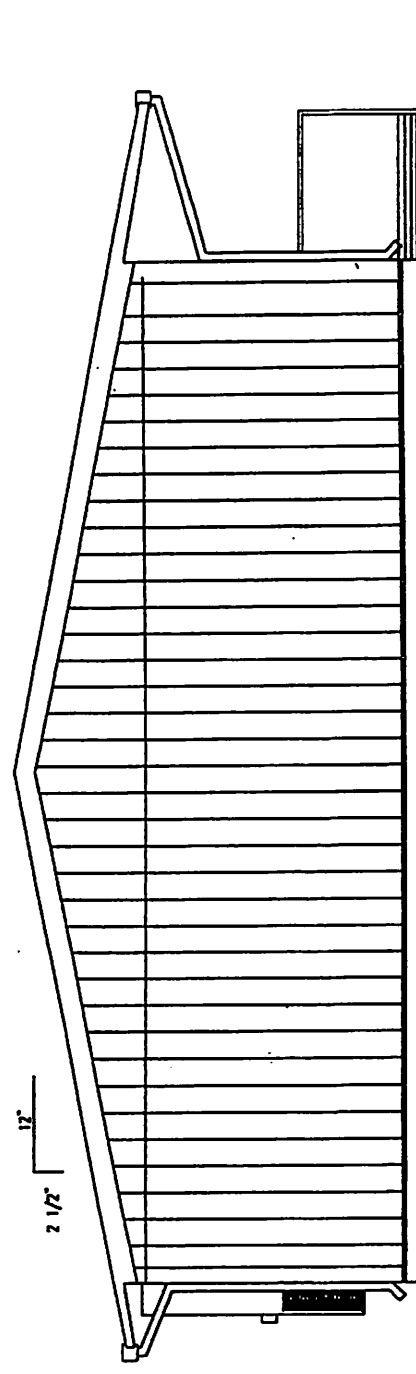


30 X 32 CLASSROOM

ITEM K



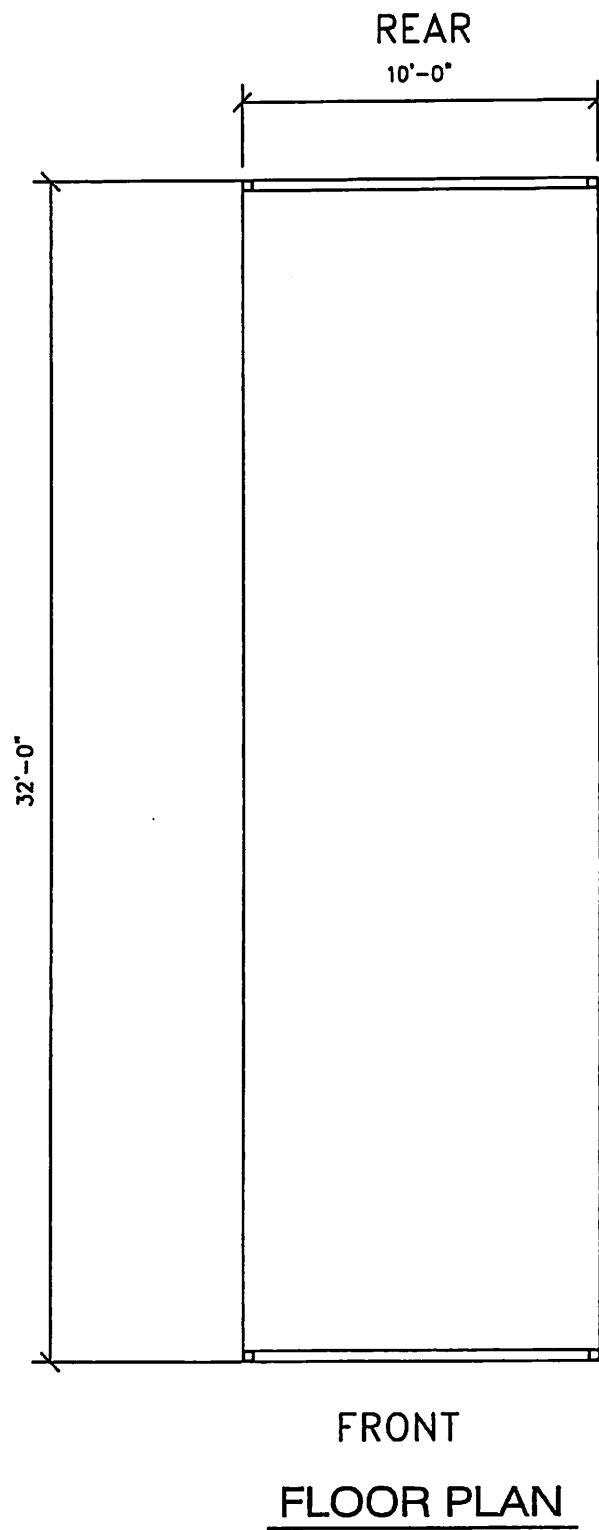
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

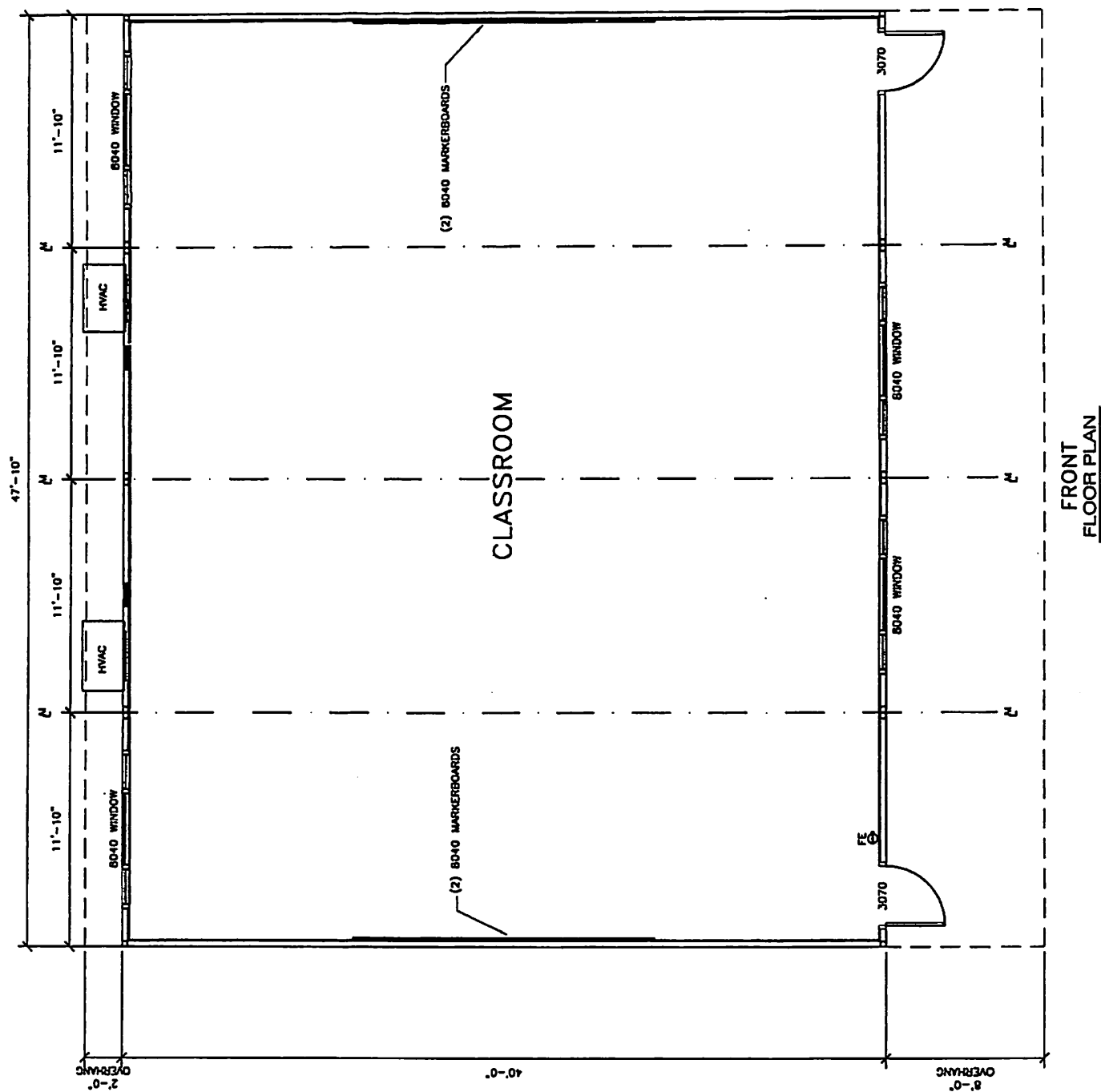
30 X 32 CLASSROOM

ITEM K



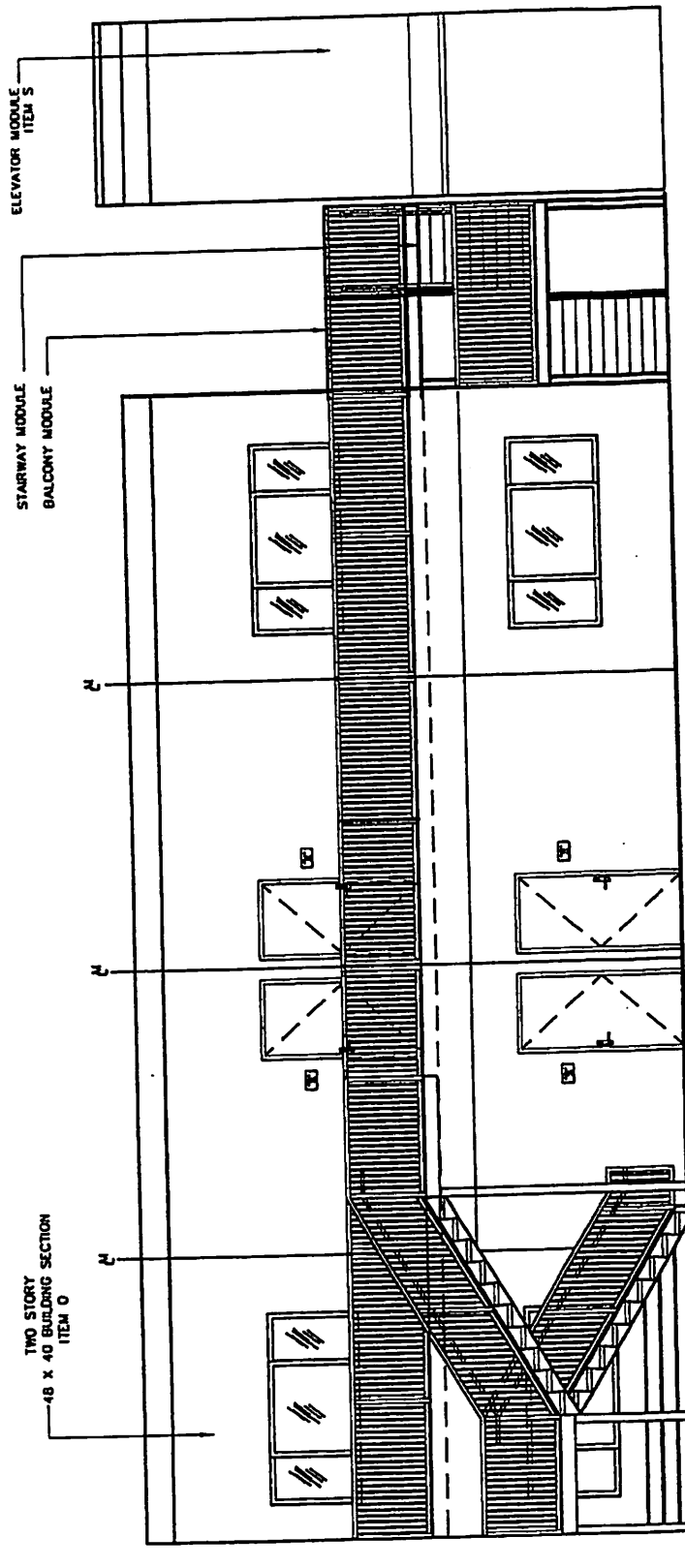
10' MODULE Additional Section-Steep Pitch

ITEM L



48 X 40 CLASSROOM Two Story

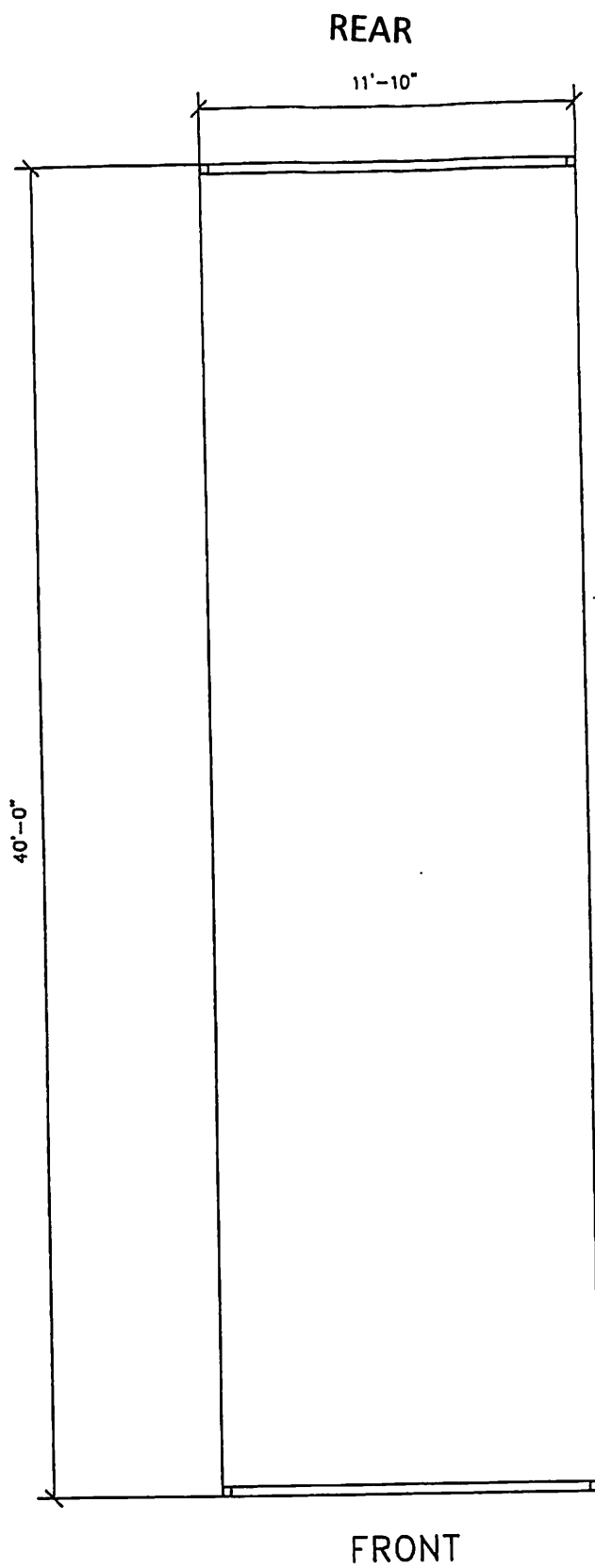
ITEM M



FRONT ELEVATION

48 X 40 CLASSROOM Two Story

ITEM M and N

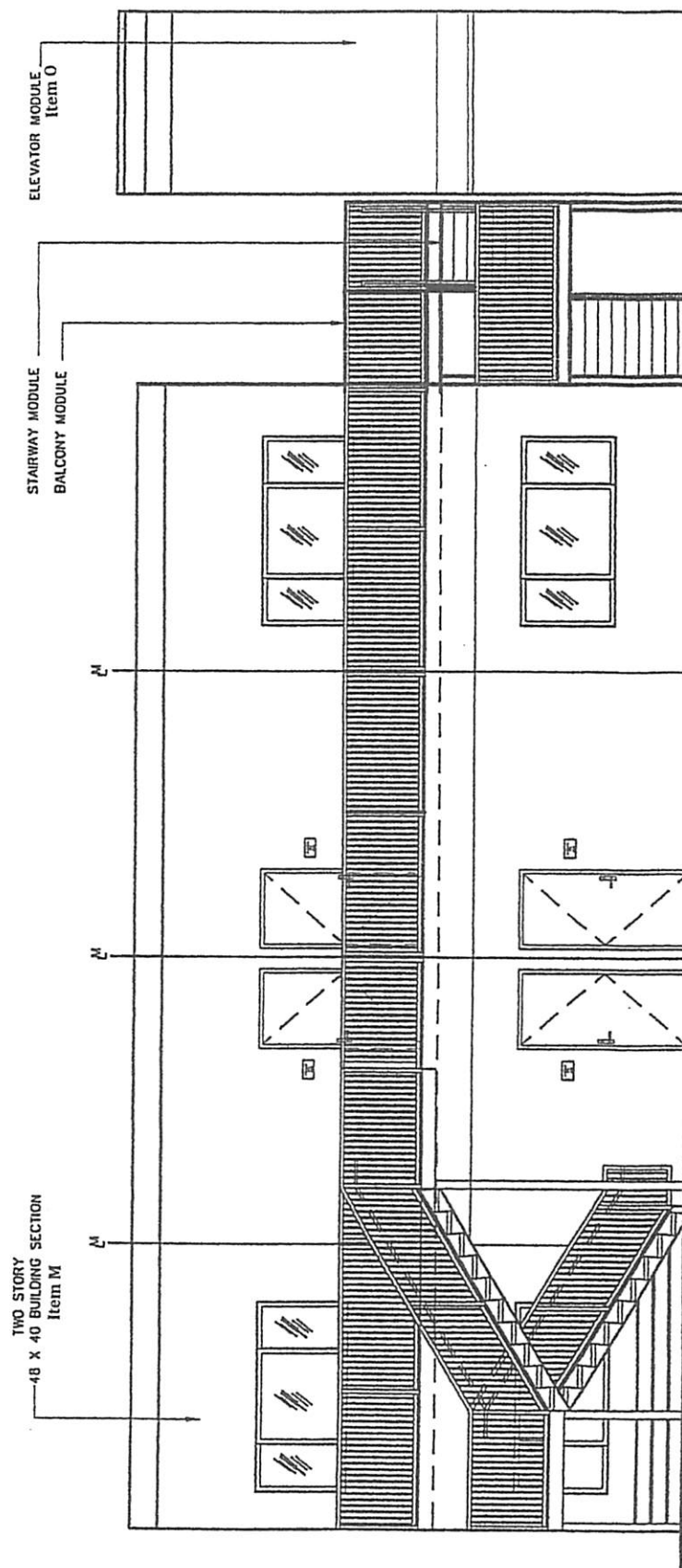


FLOOR PLAN

12 x 40 MODULE

Two Story

ITEM N



FRONT ELEVATION

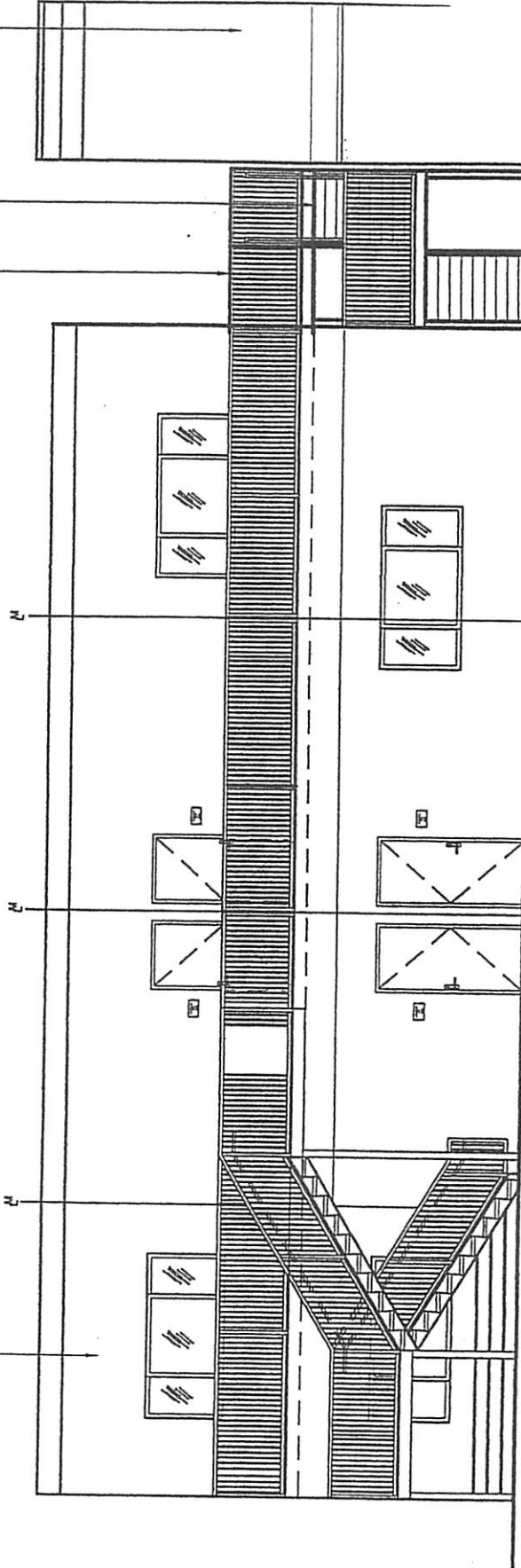
48 X 40 CLASSROOM Two Story

ITEM M & O

TWO STORY
48 X 40 BUILDING SECTION
Item G-HP

STAIRWAY MODULE
BALCONY MODULE

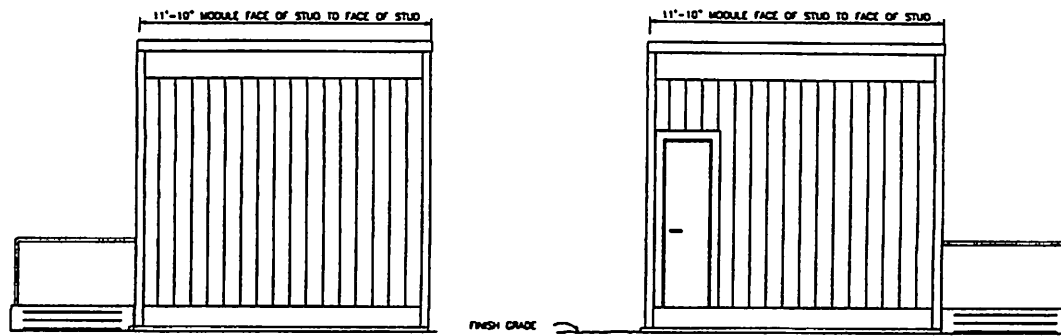
ELEVATOR MODULE
Item O



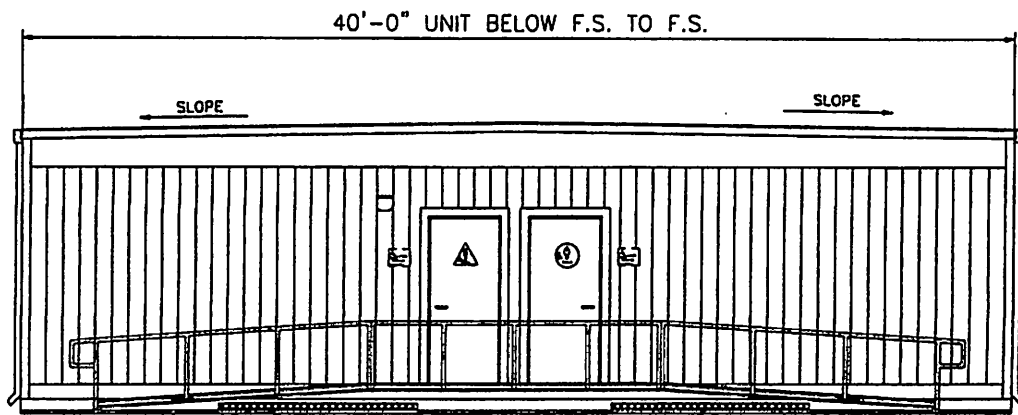
FRONT ELEVATION

56 X 36 CLASSROOM Two Story

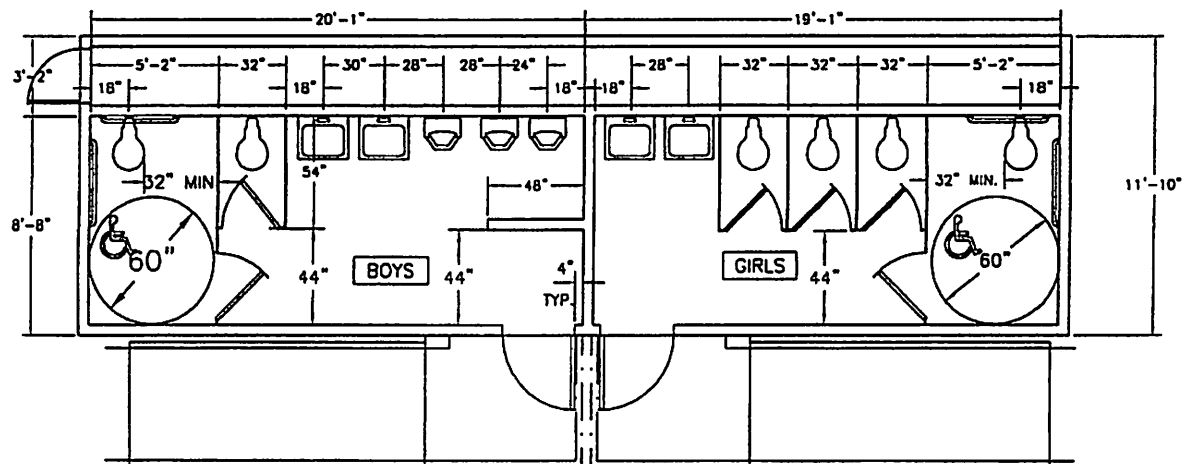
ITEM G-HP & O



END WALL ELEVATION



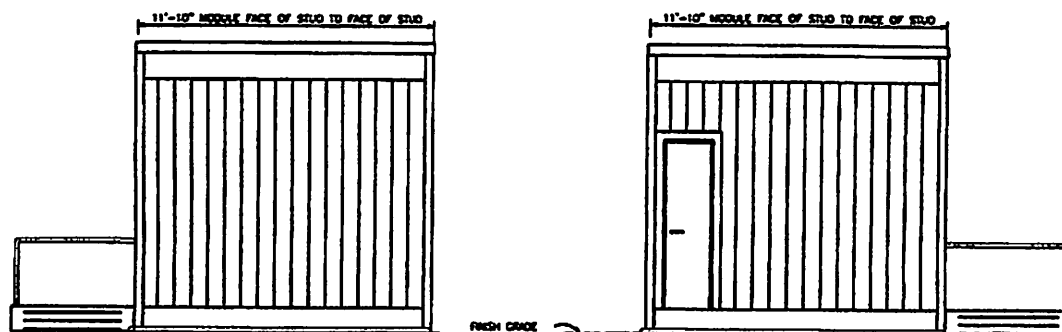
FRONT WALL ELEVATION



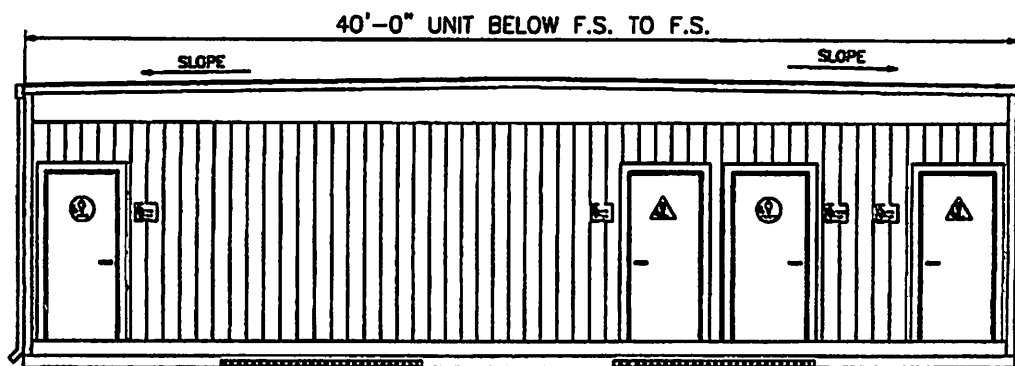
FLOOR PLAN

12 X 40 RESTROOM STUDENT

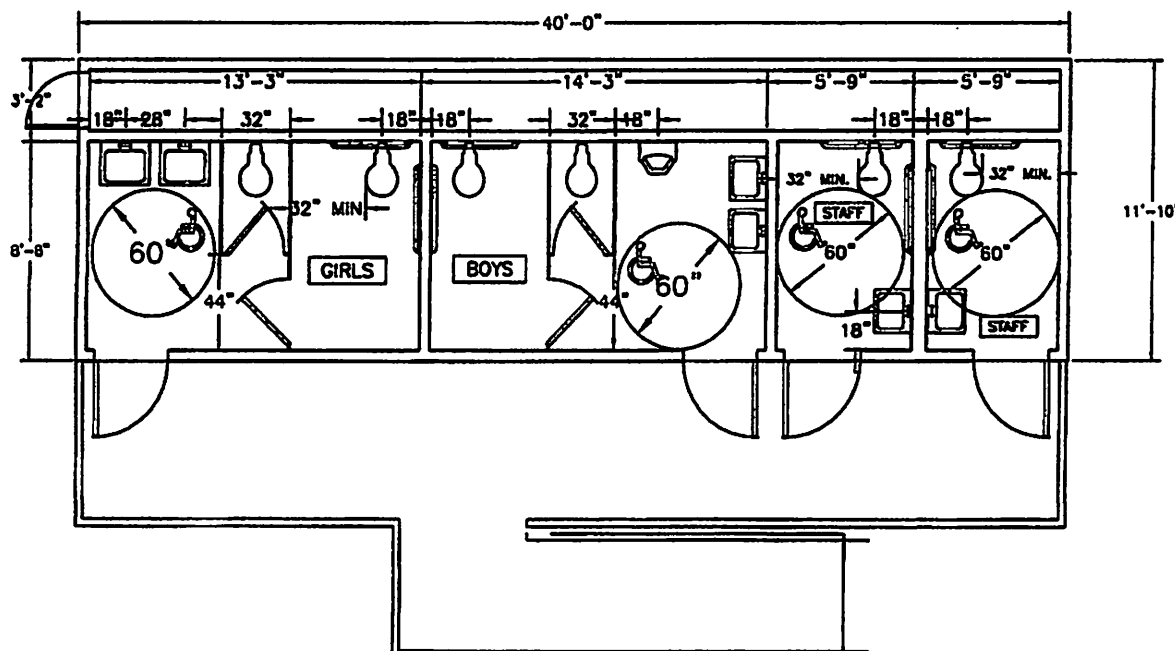
ITEM P



END WALL ELEVATION



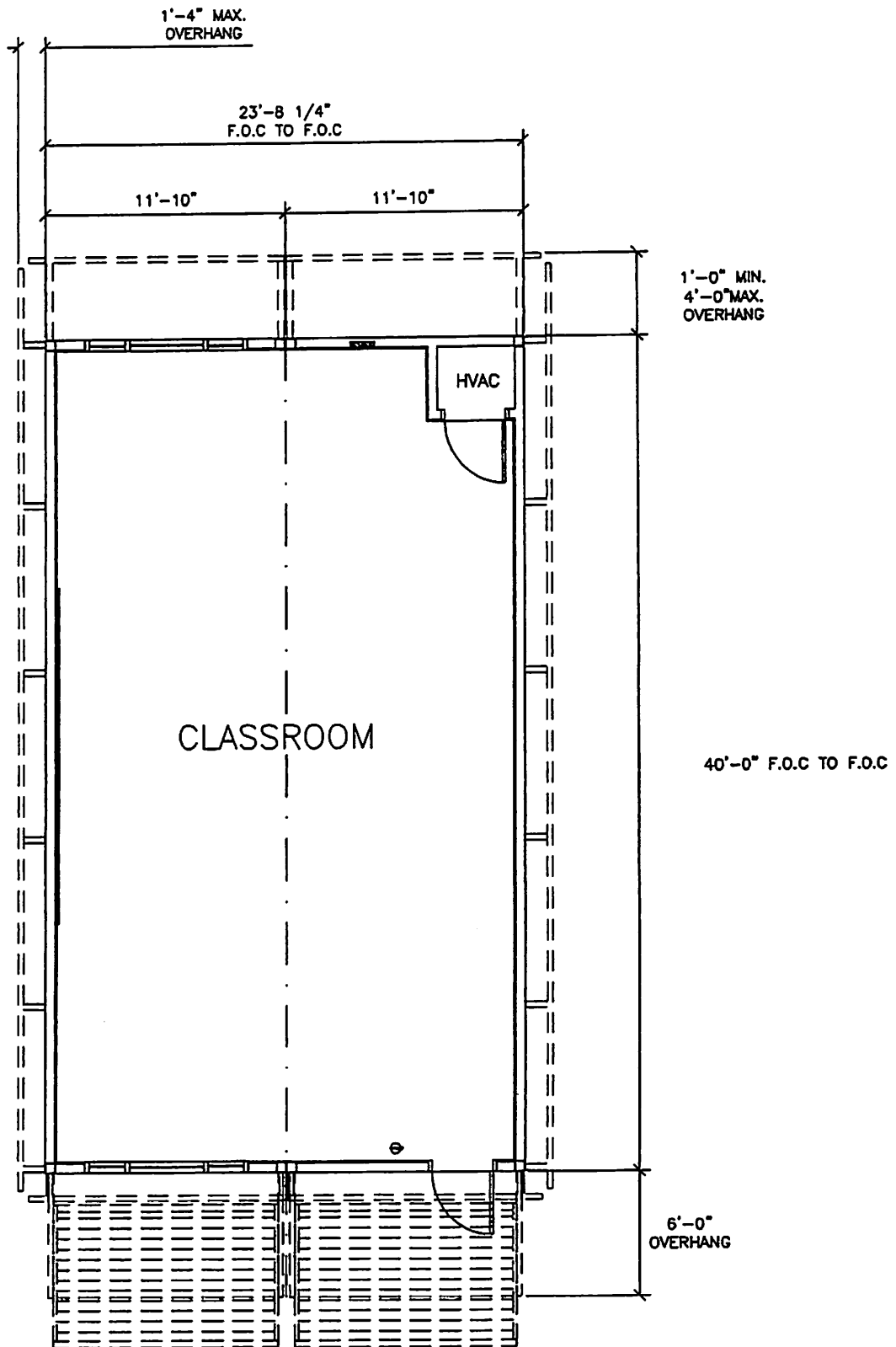
FRONT WALL ELEVATION



FLOOR PLAN

12 X 40 BOYS/GIRLS/STAFF/STAFF
RESTROOM BUILDING

ITEM Q

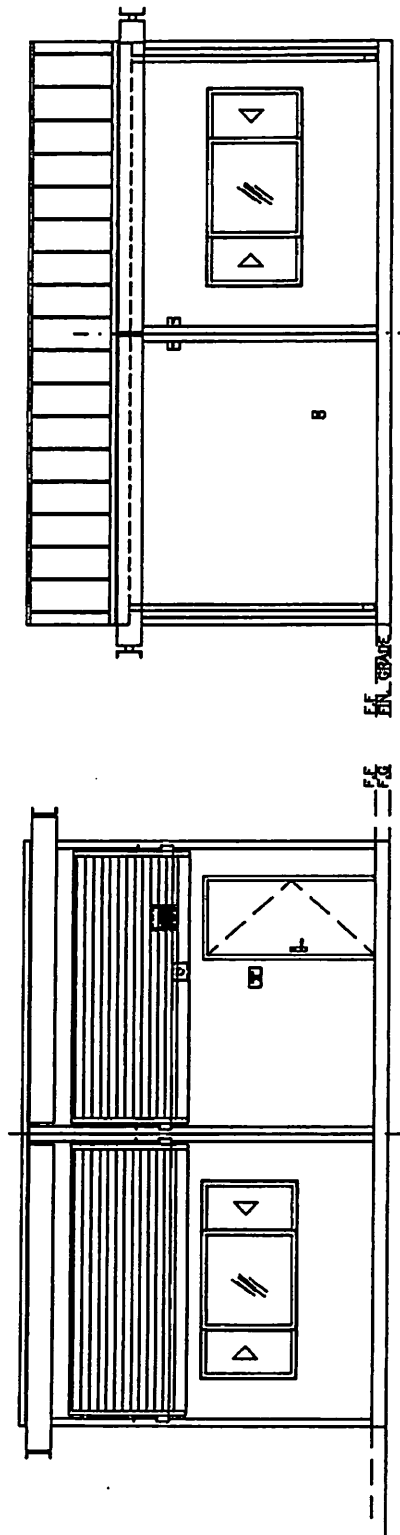


FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

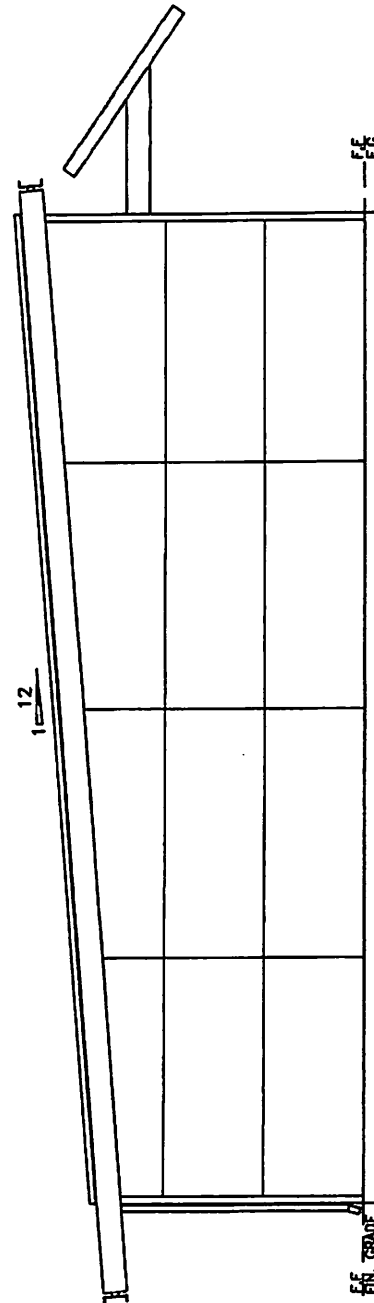
24 X 40 CLASSROOM

ITEM A-HP



REAR EXTERIOR ELEVATION

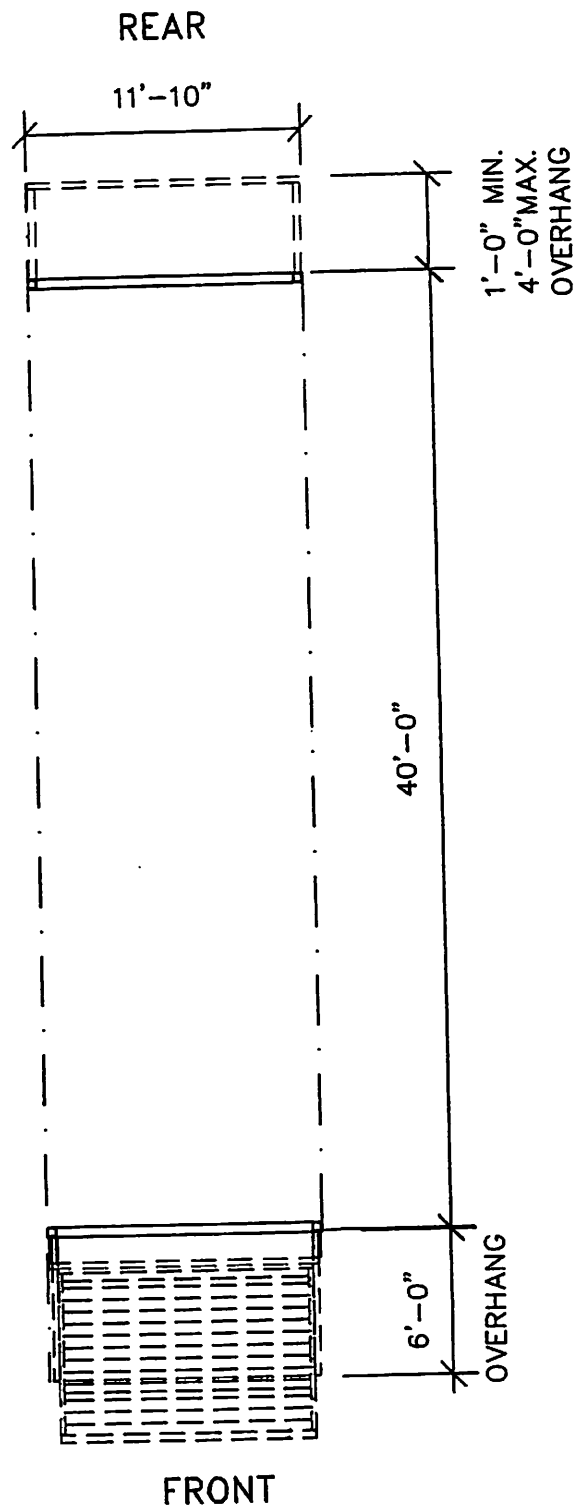
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

24 X 40 CLASSROOM

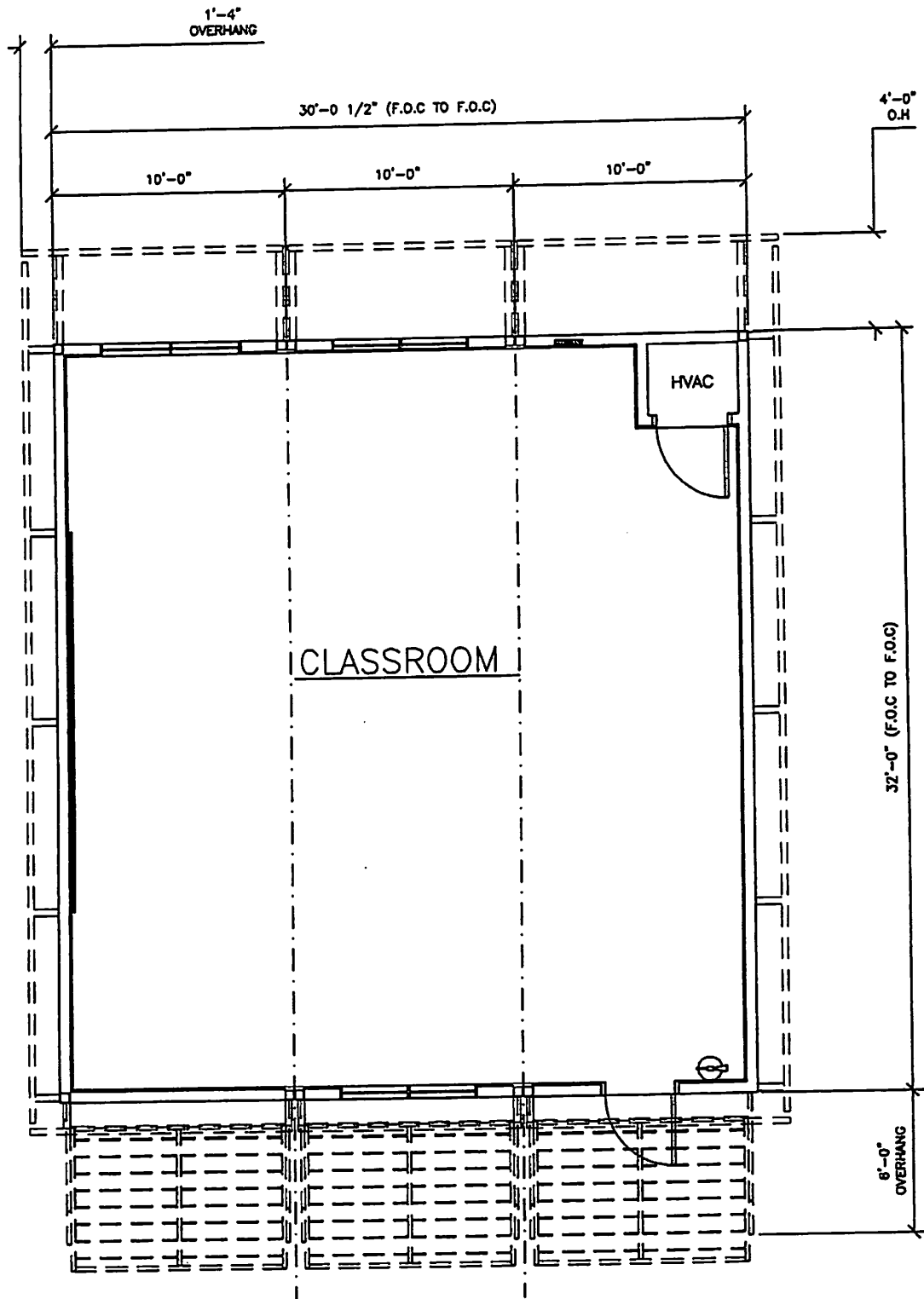
ITEM A-HP



FLOOR PLAN

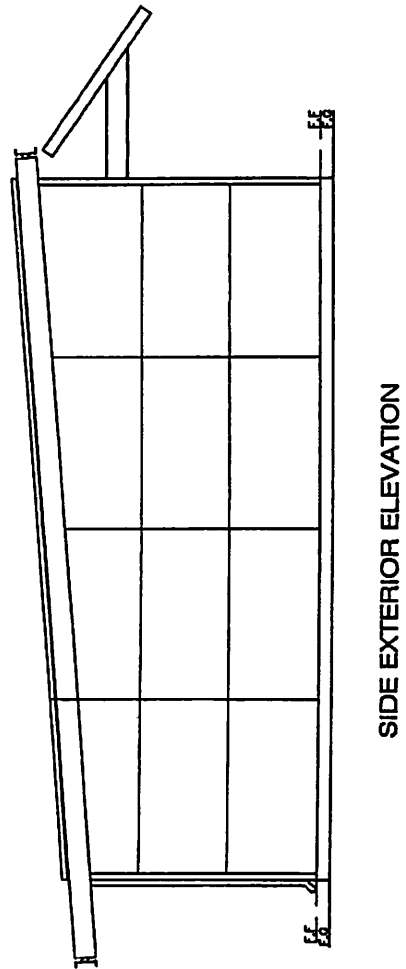
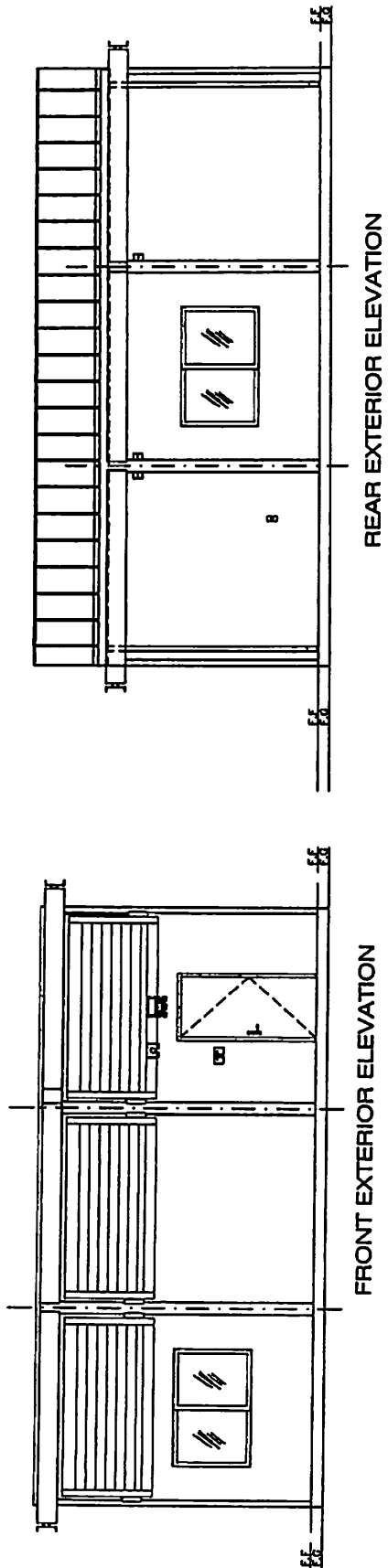
12' MODULE Additional Section

ITEM B-HP



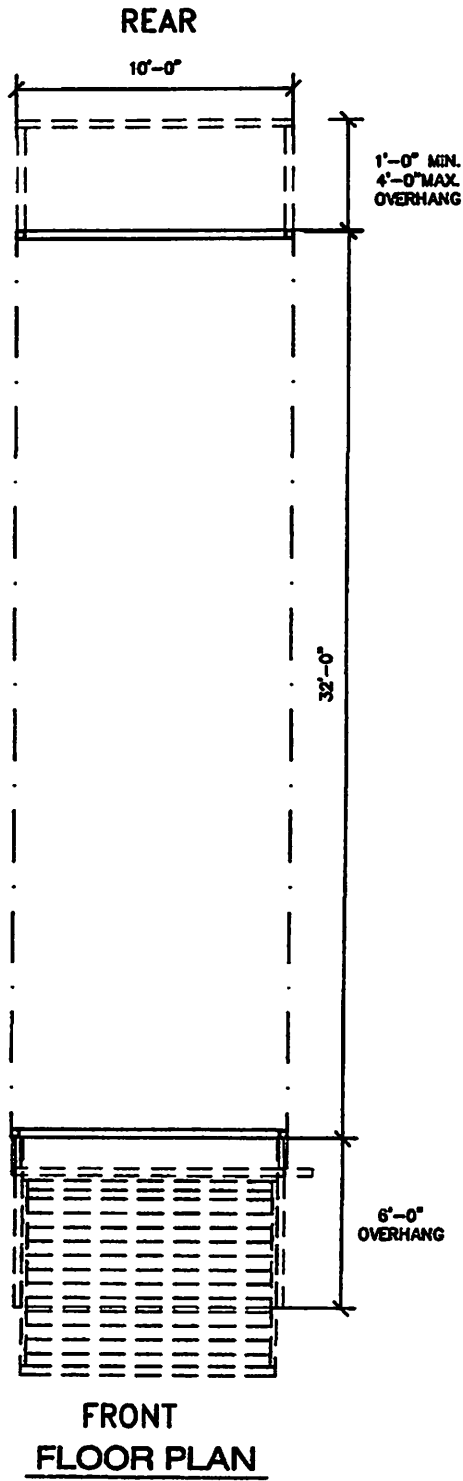
30 X 32 CLASSROOM

ITEM C-HP



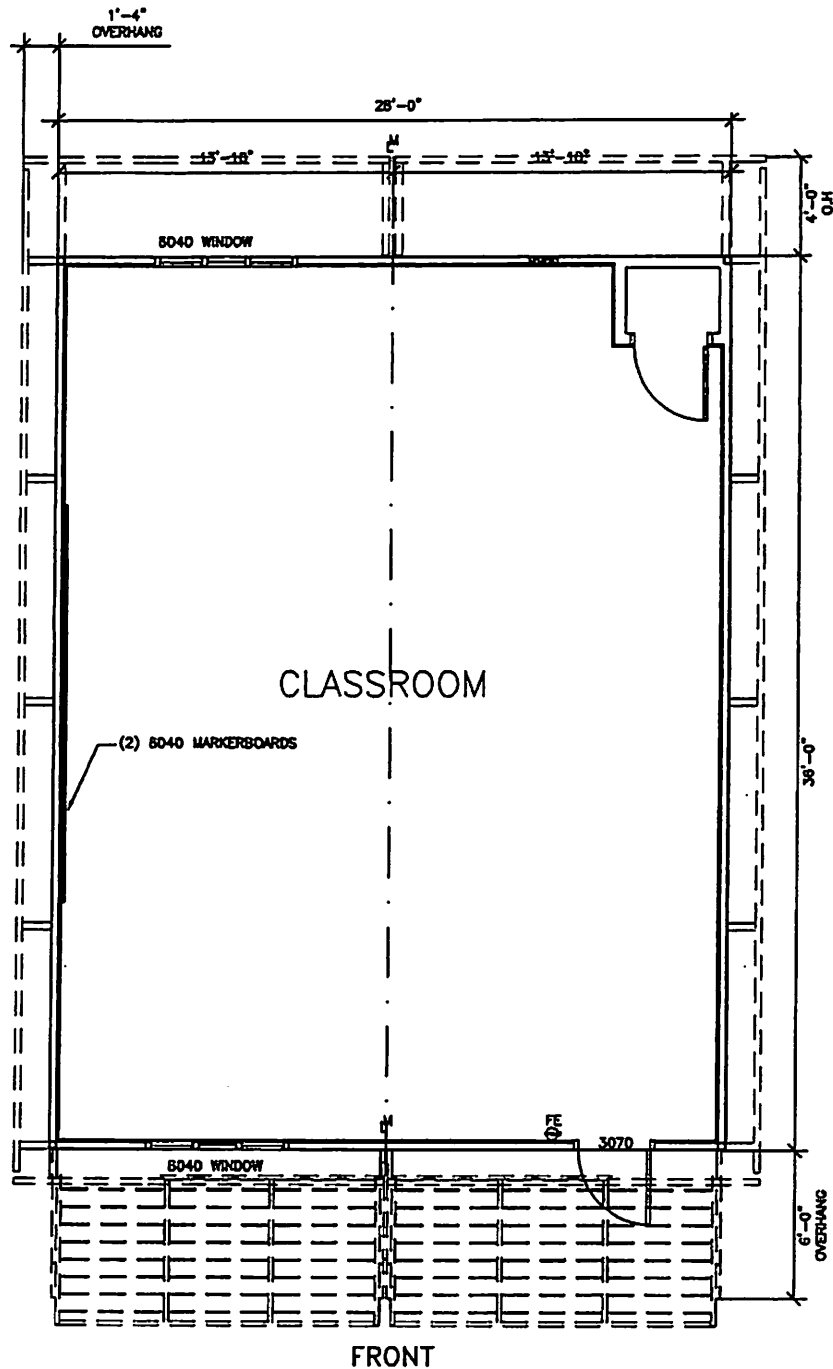
30 X 32 CLASSROOM

ITEM C-HP



10' MODULE Additional Section

ITEM D-HP

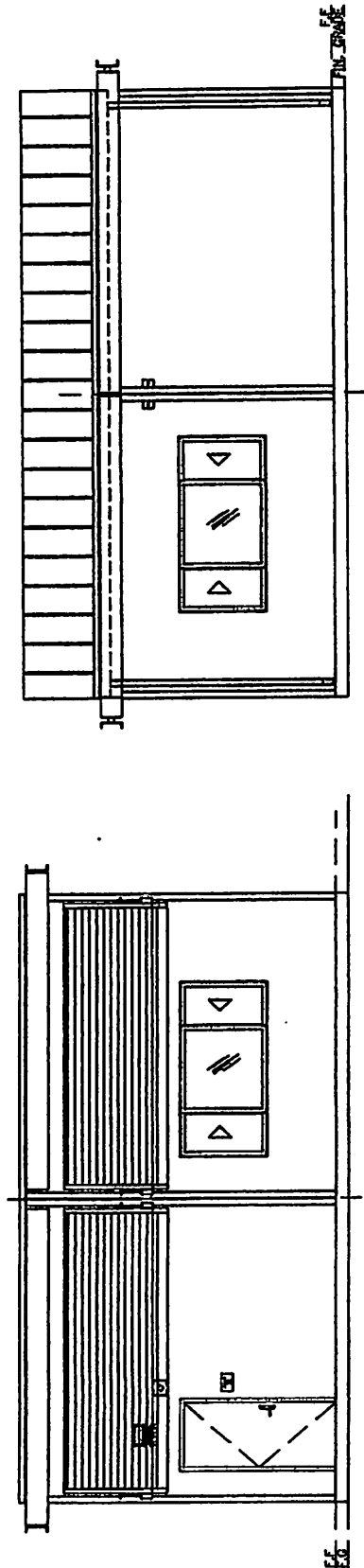


FLOOR PLAN

AVAILABLE AS SHOWN = LEFT HAND
OR OPPOSITE HAND = RIGHT HAND

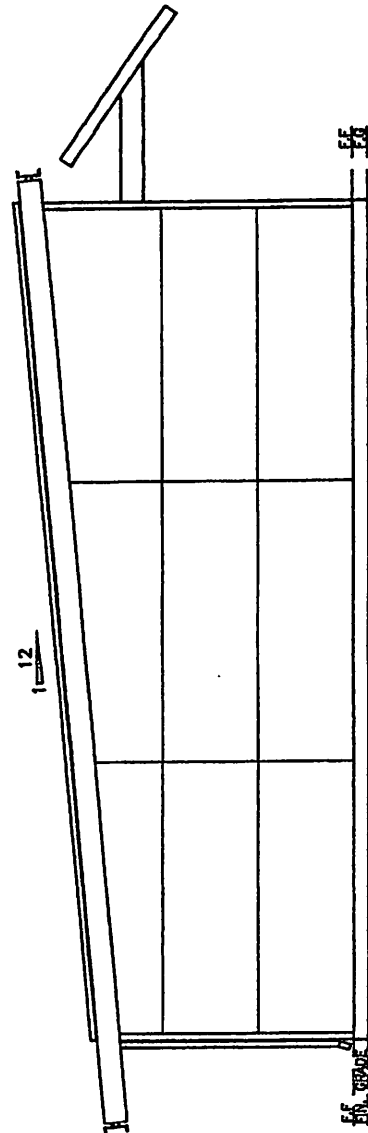
28 X 36 CLASSROOM

ITEM E-HP



REAR EXTERIOR ELEVATION

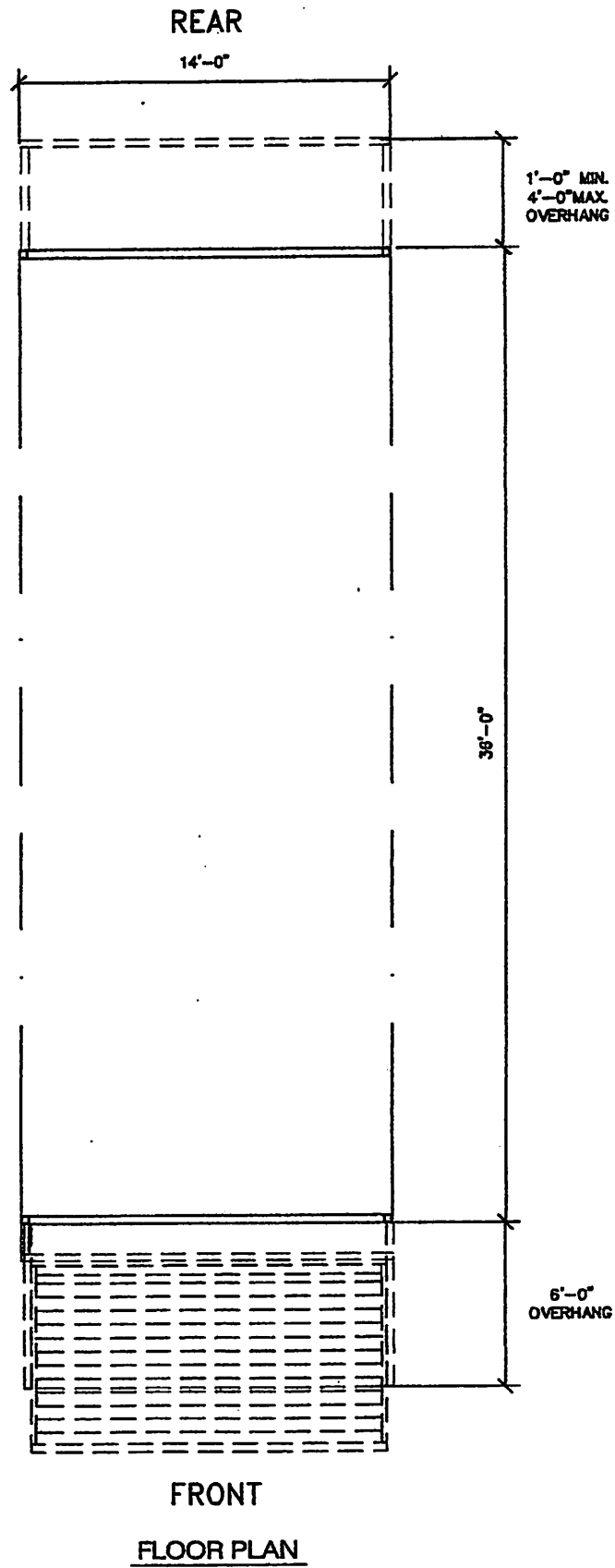
FRONT EXTERIOR ELEVATION



SIDE EXTERIOR ELEVATION

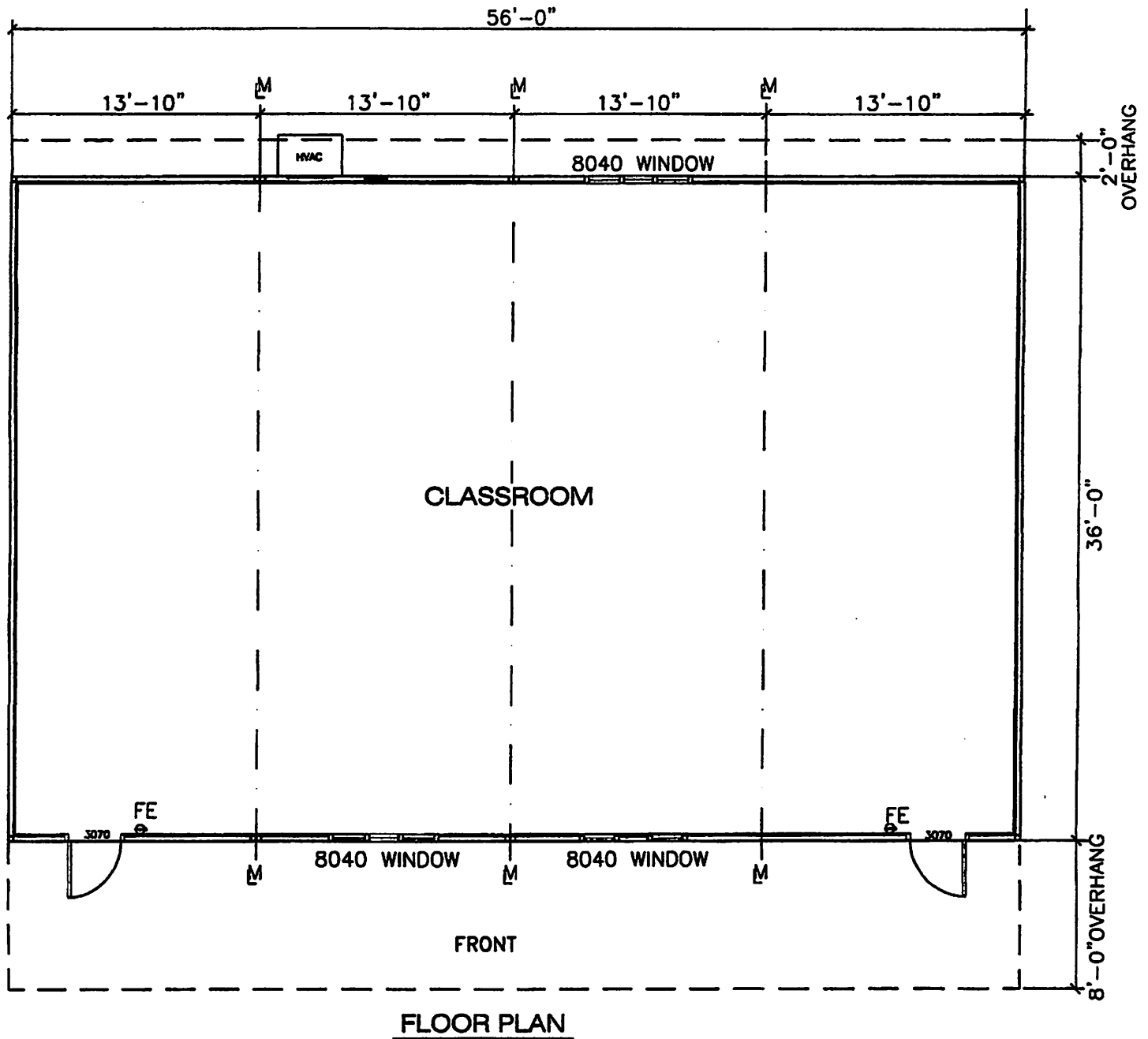
28 X 36 CLASSROOM

ITEM E-HP



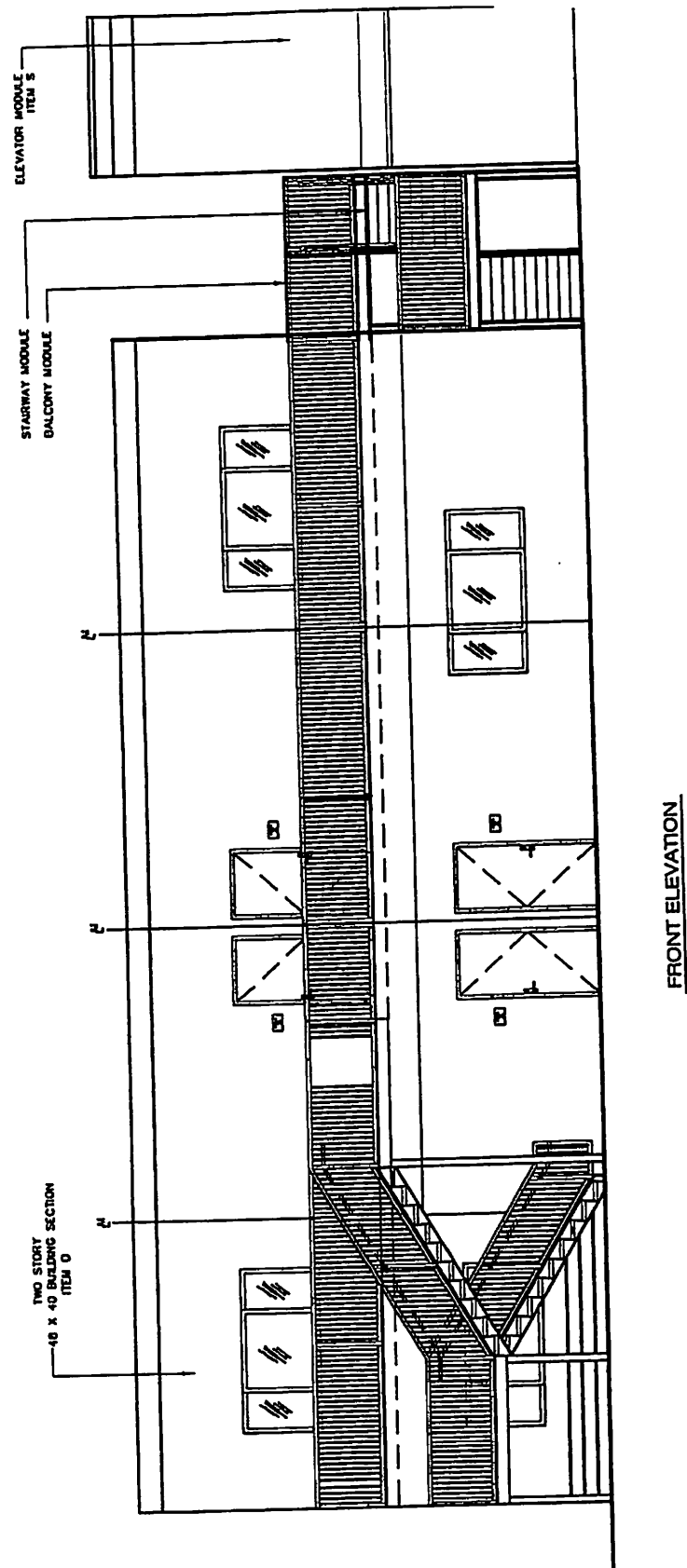
14' MODULE Additional Section

ITEM F-HP



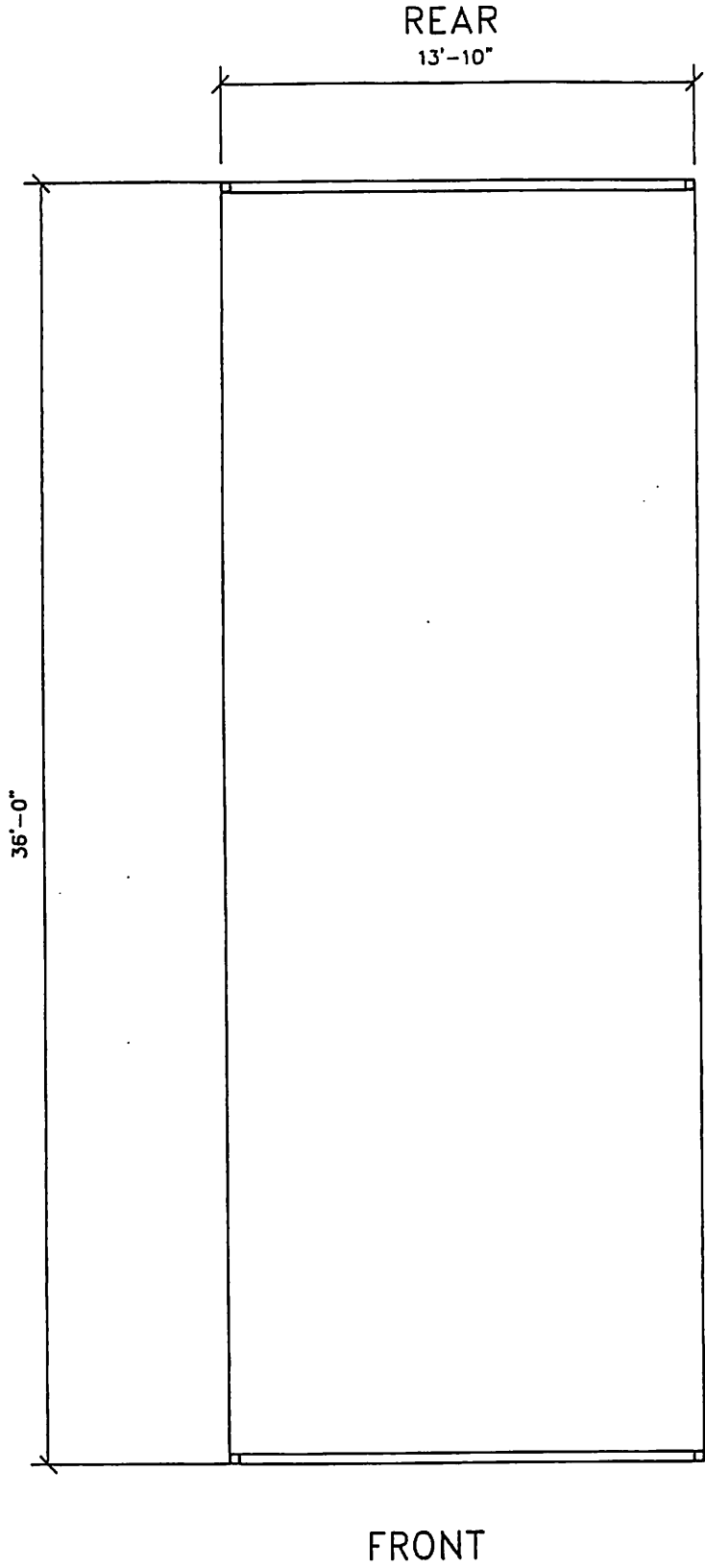
56 X 36 CLASSROOM Two Story

ITEM G-HP



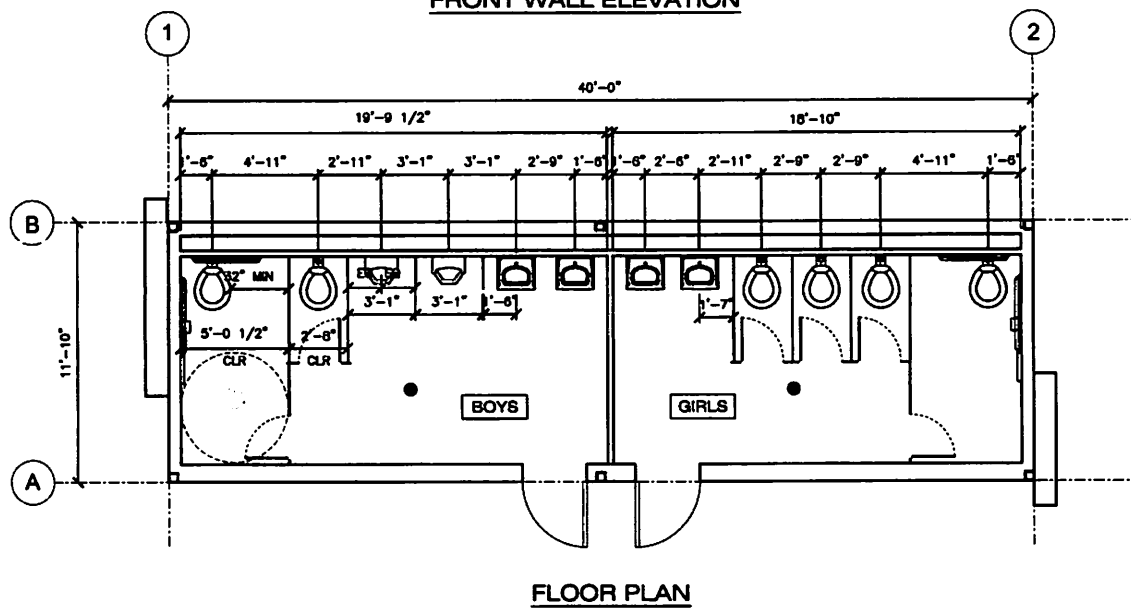
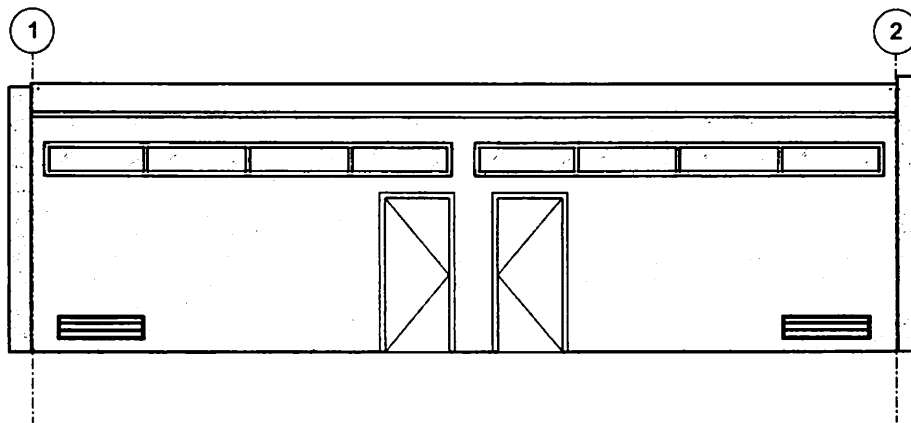
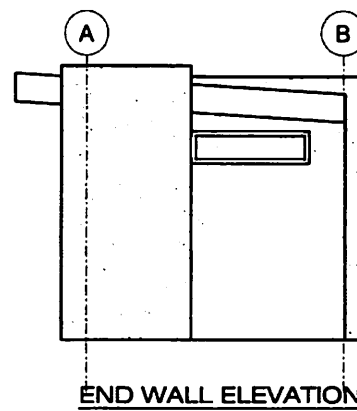
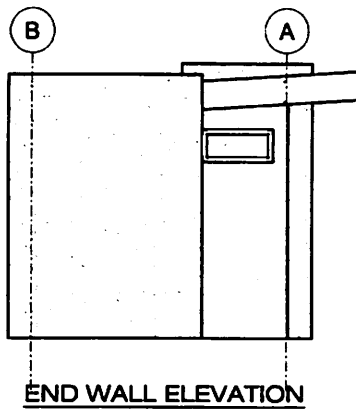
56 X 36 CLASSROOM Two Story

ITEM G and H-HP



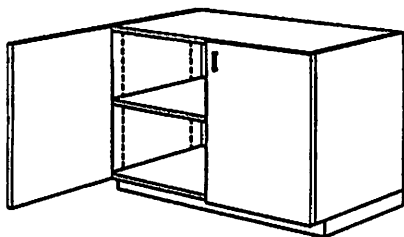
FLOOR PLAN

| | | |
|----------------|-----------|-----------|
| 14 x 36 MODULE | Two Story | ITEM H-HP |
|----------------|-----------|-----------|

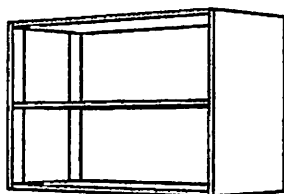


12 x 40 RESTROOM STUDENT

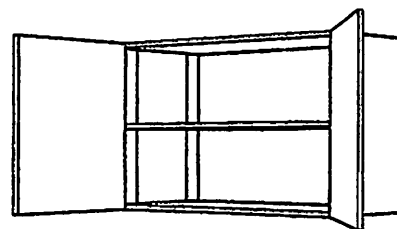
ITEM I-HP



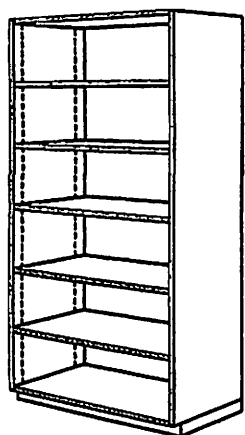
102



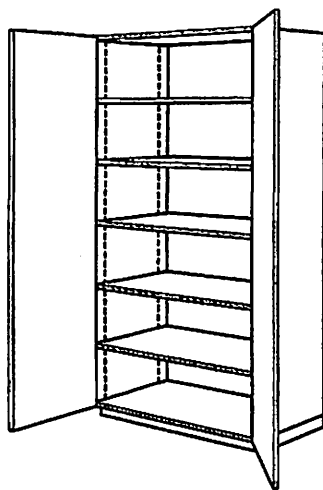
300



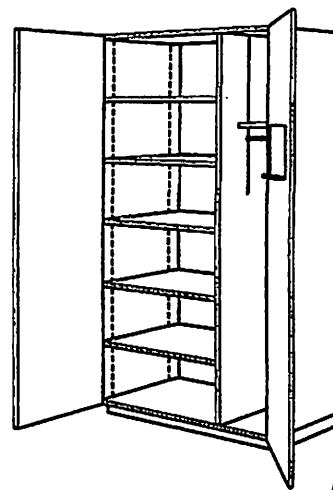
302



400

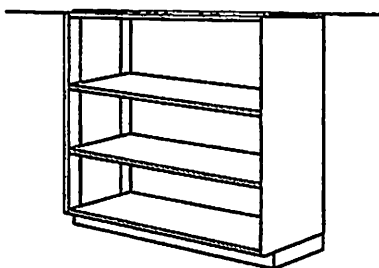


402



530

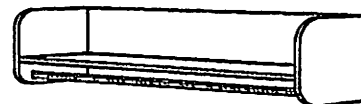
HEIGHT 42" WITH TOP



NO BACK

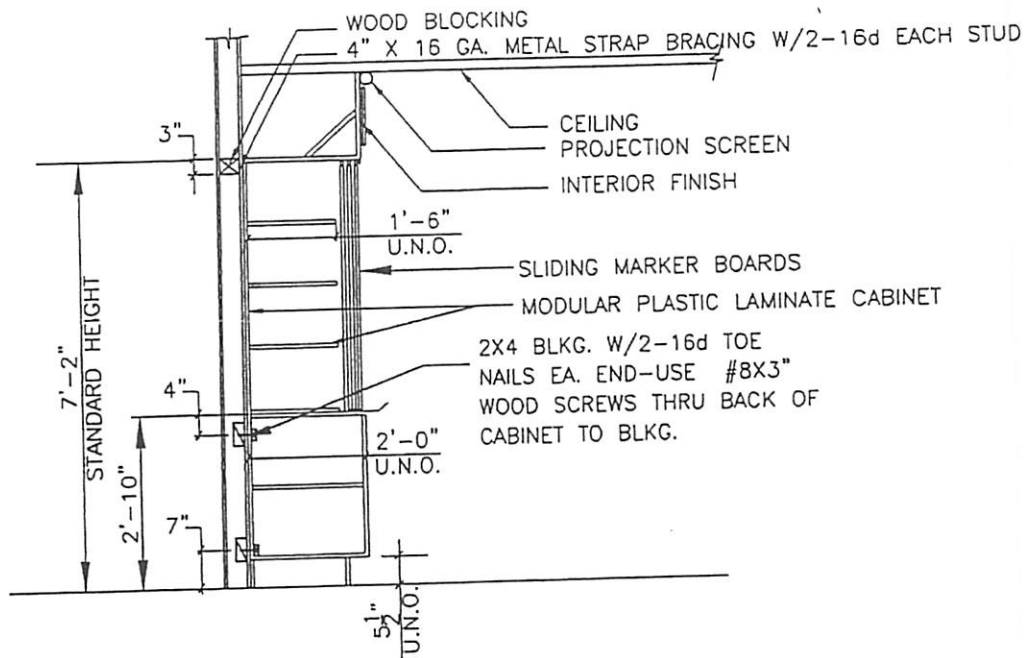
600

HANGING WARDROBE

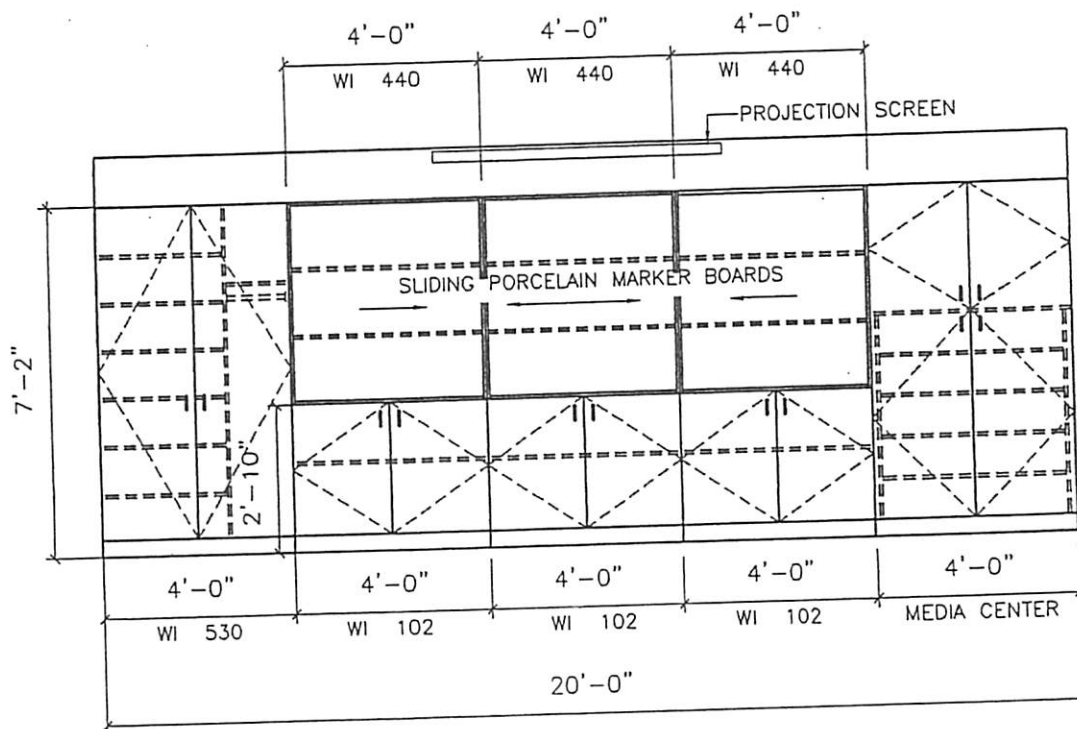


L=48, H=15, D=12

540

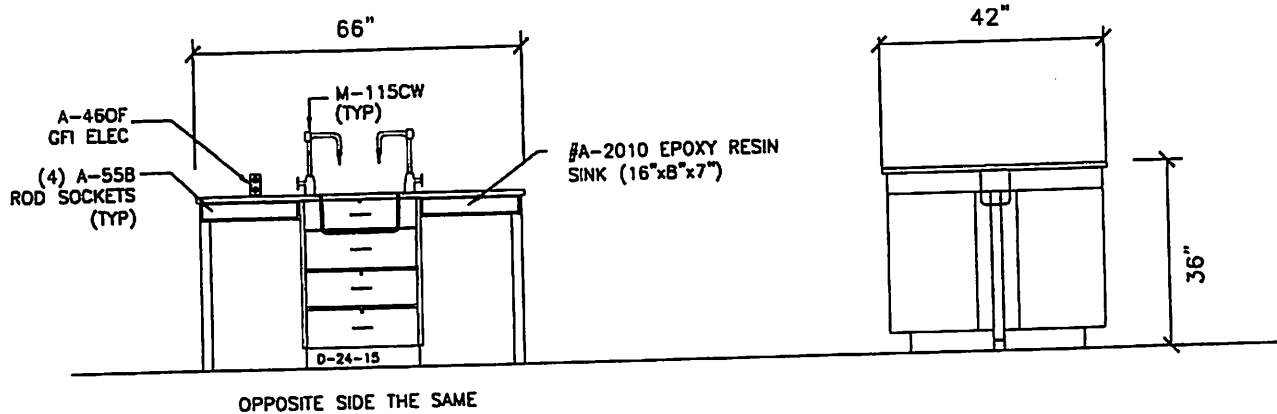
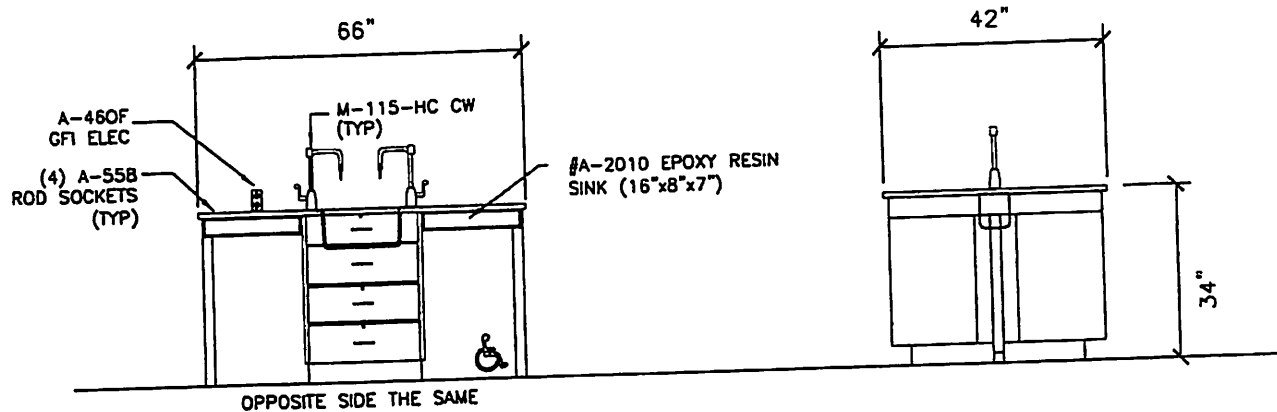


CROSS SECTION TEACHER WALL

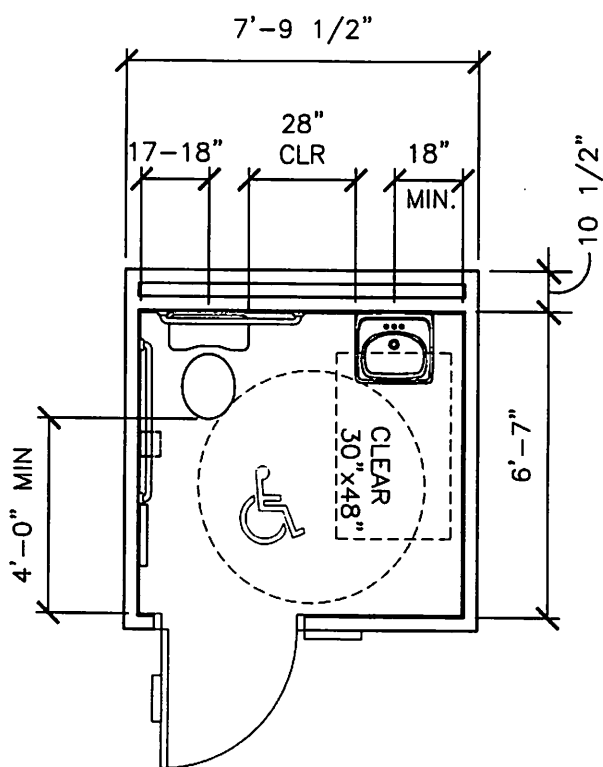


INTERIOR ELEVATION-TEACHING WALL

TEACHING WALL ADD ALT. #108 & 244



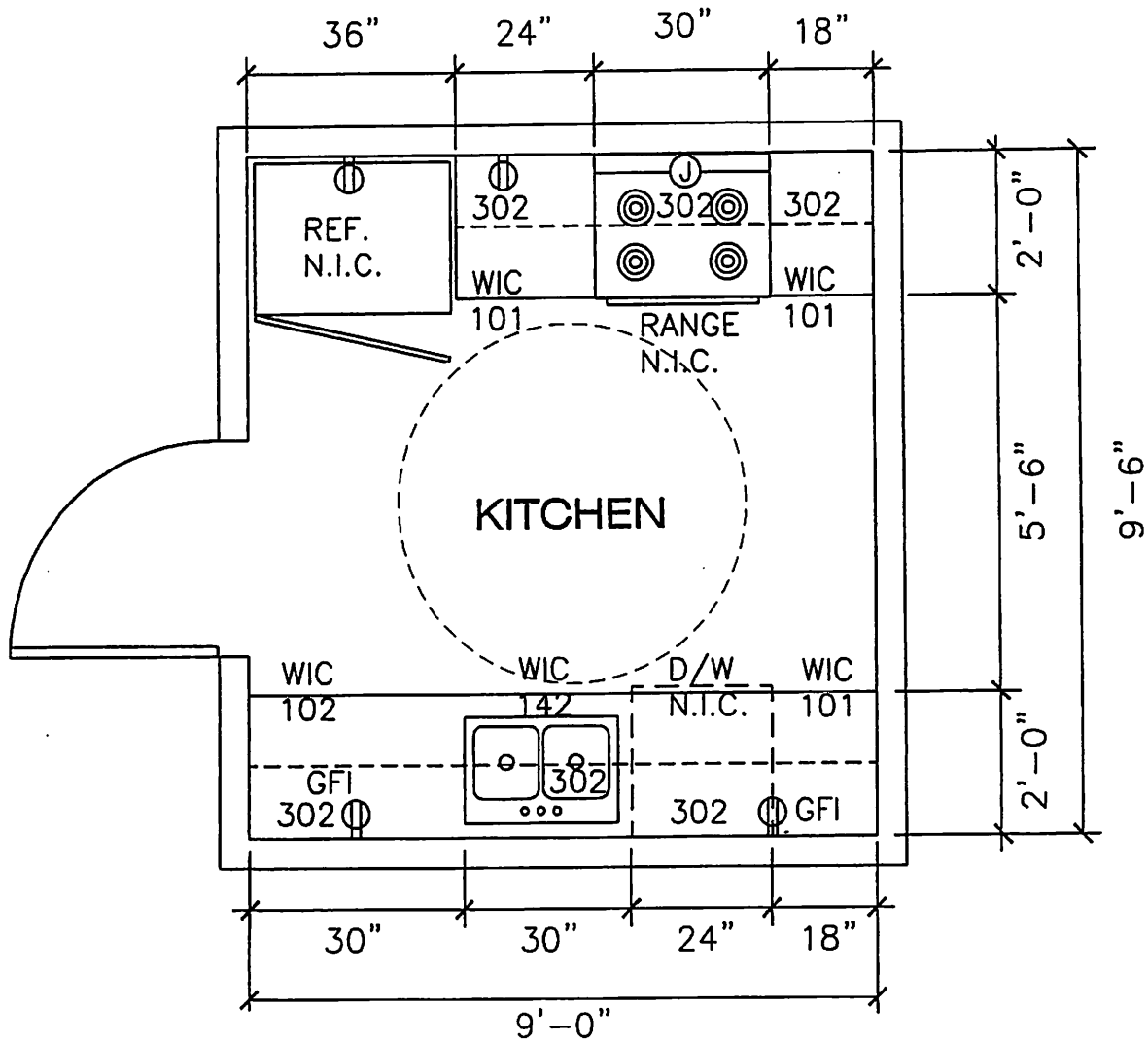
SCIENCE WORK STATION
ADD. ALT. #109 & 245



FLOOR PLAN

INTERIOR UNISEX TOILET ROOM

ITEM #113



KITCHEN ADD ALT#185