



**PUBLIC HEARING/AGENDA
OF THE BOARD OF TRUSTEES
BUCKEYE UNION SCHOOL DISTRICT**

DISTRICT VISION STATEMENT

Working together with families, the community, and highly qualified staff, the Buckeye Union School District ensures that each student masters the knowledge and skills needed to maximize his/her academic and personal success in a global society.

Wednesday, February 19, 2020

Room: District Office Board Room (Please enter from the back of building)

Closed Session: 6:00 p.m.

Open Session: 7:00 p.m.

- I. CALL TO ORDER
- II. PUBLIC COMMENTS
- III. ADJOURN TO CLOSED SESSION
 1. Conference with District Negotiators Superintendent Dr. David Roth and Assistant Superintendent Jackie McHaney in reference to negotiations with the Buckeye Teachers' Association (BTA)
 2. Public Employee Discipline/Dismissal/Release (Govt .Code Section 54957):
 - a. Resolution No. 20-02
 3. Public Employee Discipline/Dismissal/Release (Govt .Code Section 54957):
 - a. Resolution No. 20-03
 4. Public Employee Discipline/Dismissal/Release (Govt .Code Section 54957):
 - a. Resolution No. 20-04
 5. Public Employee Discipline/Dismissal/Release (Govt .Code Section 54957):
 - a. Resolution No. 20-05
- IV. CLOSED SESSION ANNOUNCEMENTS
- V. RECONVENE TO OPEN SESSION & FLAG SALUTE
- VI. ROLL CALL
- VII. APPROVAL OF AGENDA

VIII. PUBLIC COMMENTS

IX. PRESENTATION

1. Rolling Hills Middle School Student Representative: Riley Johnson, President, and Karli Weisser, Secretary
2. Oak Meadow Elementary School: Principal Tracy Linyard
 - Classified Employee of the Year - Marliz Ramos
 - Certificated Employee of the Year - Kristin Clements

X. REPORTS

1. Budget Update: Jackie McHaney
2. Association Reports: BTA/CSEA
3. California Montessori Project Charter School Report: Kim Zawilski
4. Rising Sun Montessori Charter School Report: Karl Zierhut
5. Clarksville Charter School Report: Jennell Sherman
6. Cottonwood Charter School Report: Julie Haycock
7. Reports and Requests by Board Members
8. Enrollment Report: Jackie McHaney
9. Superintendent's Report: Dr. David Roth

XI. CONSENT AGENDA

All matters on the Consent Agenda are considered by the Board to be routine and will be enacted by the Board in one motion. There will be no discussion on these items prior to the time the Board votes on the motion unless members of the Board, staff, or public request specific items to be discussed and/or removed from the Consent Agenda. If items are pulled for discussion, a separate vote will occur on the item(s). The Superintendent and staff recommend approval of all Consent Agenda items.

1. Summary Report of Warrants
2. Personnel Update
3. Approval of Blue Oak Elementary, Buckeye Elementary, Camerado Springs Middle School, Mandarin Immersion Charter School, Oak Meadow Elementary, Rolling Hills Middle School, Silva Valley Elementary, Valley View Charter Montessori, and William Brooks Elementary School Site Safety Plans.

XII. PUBLIC HEARING

1. Consideration of Renewal of the Clarksville Charter School Petition - Five Year Renewal

The Buckeye Union School District Governing Board will hold a public hearing in accordance with Education Code Section 47605(b) and Section 47607(a)(2) to consider the level of support for the Renewal of the Charter Petition for Clarksville Charter School for a five (5) year term, expiring on June 30, 2025.

Conduct of Hearing; a) Staff report and discussion; b) Public Testimony; c) Close the Public Hearing

(Jackie McHaney, Asst. Superintendent)

2. The Buckeye Union School District will hold a public hearing in accordance with Education Code Section 47605 to consider the level of support for the adoption of the Camerado Springs Middle School, International Baccalaureate (IB) Middle Years Program (Candidate) and A District Affiliated Charter School for a five (5) year term, expiring on June 30, 2025.

Conduct of Hearing: a) Staff report and discussion; b) Public Testimony; c) Close the public hearing

(Jackie McHaney, Asst. Superintendent)

3. 2019/2020, 2020-2021 Negotiation Settlement between the Buckeye Union School District and the Buckeye Teachers' Associations; including Disclosure Statement.

Ratification of the Agreement reached between the Buckeye Union School District and the Buckeye Teachers Association (BTA); Including Disclosure Statement.

Conduct of Hearing; a) Staff report and discussion; b) Public Testimony; c) Close the Public Hearing; d) Board discussion and vote

(Jackie McHaney, Asst. Superintendent)

XIII. REVIEW & ACTION ITEMS

1. 2019/2020, 2020-2021 Negotiation Settlement between the Buckeye Union School District and the Buckeye Teachers' Association; including Disclosure Statement.

Approve the of the Agreement reached between the Buckeye Union School District and the Buckeye Teachers Association (BTA); Including Disclosure Statement.

(Jackie McHaney, Asst. Superintendent)

2. Authorization to Enter Into Contract for Services with Kirk S. Brainerd (Architect) to Prepare Construction Documents, and Provide Construction Administration Services for the Valley View Charter Montessori Middle School Lunch Area Project

(Jackie McHaney, Asst. Superintendent)

3. Approved Resolution 20-06 Finding the Valley View Charter Montessori Middle School Lunch Area Project Exempt from the California Environmental Quality Act and Approving the Filing and Recordation of a Notice of Exemption

(Jackie McHaney, Asst. Superintendent)

4. Approve Resolution 20-07 Authorizing Contract with USA Shade and Fabric Structure as a Component of the Valley View Charter Montessori Middle School Lunch Area Project

(Jackie McHaney, Asst. Superintendent)

5. Authorization to Award a Contract to AT&T for Wide Area Network Services

(Jackie McHaney, Asst. Superintendent)

6. 2020 CSBA Delegate Assembly Election, Sub Region 6-C

(David Roth, Ph.D., Superintendent)

6. First Reading of the Following California School Boards Association (CSBA)
recommended the Board Policy

- BP5030 –Student Wellness

(David Roth, Ph.D., Superintendent)

XIV. NEXT MEETING

Wednesday, March 6, 2019

SAVE the DATE: EDCSBA Annual Award Dinner March 30, 2020,
5:30 p.m.; Cold Springs Country Club

XV. ADJOURNMENT

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 5049 Robert J. Mathews Pkwy, El Dorado Hills, CA 95762 during normal business hours. Individuals who require special accommodation (American Sign Language interpreter, accessible seating, documentation in accessible formats, etc.) should contact the Superintendent at least two days before the meeting date.



Campus: Shingle Springs

Principal: Kim Zawilski

Report Month: February 2020

Date Range of Report: 01-01-20 to 01-31-20

Shingle Springs Campus Update

CLASSROOMS

TEACHER'S NAME	CLASSROOM	GRADE LEVEL	CA CRED.	MONTESSORI CERTIFICATION	CPR CERTS	BUDGETED NUMBERS	CURRENT ENROLLMENT	NUMBER OVER/UNDER BUDGET
Amber Presnall	Pine	K/1	CTC	3-6/6-9 IP	Yes	20	20	0
Molly Kimber	Apple	K/1	CTC	3-6/6-9	Yes	20	20	0
Eileen Perkins	Mimosa	K/1	CTC	3-6/6-9	Yes	17	17	0
Natasha Raffety	Mimosa	K/1	CTC	3-6/MS	Yes	16	16	0
Charmaine Scott	Cedar	K/1	CTC	3-6/6-9	Yes	16	16	0
Shari DeVille	Cedar	K/1	CTC	3-6/6-9	Yes	17	17	0
Jan Fagan	Aspen	2/3	CTC	6-9	Yes	21	21	0
Shannan Chanda/ Molly Vardy	Wisteria	2/3	CTC	6-9 6-9/9-12	Yes	21	23	+2
Ronda Ritchie	Laurel	2/3	CTC	6-9	Yes	21	21	0
Emily McDaniel	Willow	2/3	CTC	6-9	Yes	21	20	-1
Wendy Derish	Olive	2/3	CTC	6-9/9-12	Yes	21	21	0
Caleb Peterson	Cypress	4/5/6	CTC	6-9/9-12	Yes	23	25	+2
Kathy Gerstle	Manzanita	4/5/6	CTC	6-9/9-12	Yes	23	26	+3
Kelly Barton	Fig	4/5/6	CTC	6-9/9-12	Yes	23	25	+2
Christina Sherrod	Elm	4/5/6	CTC	6-9/9-12	Yes	23	25	+2
Kanchana Sriram	Magnolia	4/5/6:	CTC	6-9/9-12	Yes	17	17	0
Marie Liston	Magnolia	4/5/6	CTC	6-12 IP	Yes	16	16	0
Alison Rosen	Birch	4/5/6	CTC	6-9/9-12	Yes	16	16	0
Gwyne Parker	Birch	4/5/6	CTC	6-9/9-12	Yes	17	16	-1
Robert Thomas	Sequoia	7/8	CTC	Secondary (MS)	Yes	24	24	0
Tom Freer	Sequoia	7/8	CTC	6-9 & MS (IP)	Yes	24	24	0
Mario Sorrentino	Sequoia	7/8	CTC	Secondary (MS)	Yes	24	23	-1
Kim Yeager/ Sueanne Zufelt	Sequoia	7/8	CTC	6-9/9-12 & MS 3-6	Yes	24	23	-1

ENROLLMENT

BUDGETED ENROLLMENT:		465	ACTUAL ENROLLMENT:		472 (+7)				
LOTTERY BINDER:	K	1 st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th
2019-2020	62	26	10	6	8	7	11	7	2
2020-2021	32	5	0	1	0	2	1	0	0

ENROLLMENTS & DISENROLLMENTS

STUDENT NUMBER	GRADE LEVEL	REASON	EXIT INTERVIEW?	COPY TO ADMIN.
8472273546	2	Moved to Idaho	Yes	

DISCIPLINE

SUSPENSIONS:		EXPULSIONS:	
CURRENT: 0	YTD: 2	CURRENT: 0	YTD: 0

CLUB MONTESSORI

CLUB MONTESSORI STAFF	HOURS	CPR CERTS	CLUB MONTESSORI ENROLLMENT	
Kaylee Meinz (M-F)	3:00 - 4:30	Yes	BEFORE SCHOOL:	10
Mikayla Ralph (M-F)	7:00 - 8:30	Yes	AFTER SCHOOL:	8
Tatjana Thorne (M-F)	7:30 - 8:30	Yes	BEFORE & AFTER SCHOOL:	29
Lainey Lord (T-W-Th)	7:30 - 8:30	Yes	KINDERGARTEN SUPPLEMENT:	25
Rachelle LeMoine (M-F)	2:00 - 4:45	Yes	INTERSESSIONS:	N/A
Kylee Ralph (M-F)	2:00 – 6:00	Yes	EARLY RELEASE DAYS:	96
Substitute (M-F)	3:00 – 6:00	Yes	PUNCH CARDS:	121
			STAFF CHILDREN:	36

STUDENT HEALTH AND SAFETY

TOPIC	GRADE	DATE	AGENCY
Hearing Screening	K, 2, 5 & 8	11/04/19	K-12 Health
Vision Screening	1, 3 & 6	11/04/19	K-12 Health
Scoliosis	7(F), 8(M)	TBD	K-12 Health
Drug Education	7, 8	Winter	Health Curriculum
Sexual Health	7, 8	Spring	Health Curriculum

EMERGENCY DRILLS	SCHEDULED DATE
Fire/Evacuation	01/15/20
Earthquake	09/19/19
Lockdown/Shelter in Place	01/21/20
Club M – Fire Drill	11/26/19
Club M – Shelter in Place	10/16/19

FUNDRAISING EFFORTS

Event	Total Raised	Funds Used For:
Believe Kids Sales	\$7,300	August – September 2019: Field Trip Support
Gala: “Parent Round Up”	\$29,500	September 21, 2019: Athletic Program Support, Sensory Equipment, VAPA
Fall Scholastic Book Faire	\$4,555	November 12 – 15, 2019: Library Books
See’s Candy	\$2,200	November 18 – December 2, 2019: Campus Improvement Projects
Sweetheart Dance	\$1,000	February 7 th : PBIS Framework Support

COMMENTS

We have started conducting tours for families who are inquiring about enrollment for the 2020-21 school year. Please note that I have included the number of 2020-21 lottery applications we have received to date (see numbers in blue above).

Our Wrestling Team just competed in the El Dorado County Finals Tournament and we are pleased to share that the CMP Shingle Springs Wrestling Team celebrated with a total of SEVEN El Dorado County Champions! In addition, we had five 2nd place finishers, and six 3rd place finishers, who all took home County Medals! Congratulations to our CMP Hawks wrestlers who represented us in all grade levels, including Kindergarten through 8th grade!



The CMP Shingle Springs Middle School team of student writers, actors, sound mixers, and directors put on an absolutely hysterical evening event with their 4th Annual Murder Mystery Dinner. This year’s Murder Mystery Dinner welcomed all their guests to participate on a Dinner Cruise, complete with “twin” sisters as emcees, lots of outrageous performers, and, of course, a “murder” or two or three tossed in for fun! The comedy wove itself into all of the acts which included a lot of audience participation.





Enrollment Update from Head of School

Rising Sun Montessori School 2/11/2020

Teacher's Name	Class Grade Levels	CA Credential	Montessori Certification	CPR/1st Aide/BBP/AED	Budgeted Numbers	Current	Variance
Hana Arbuckle	TK/K Leo	CTC	Early Childhood	Yes	20	21	1
Linda Reik	TK/K Sunflower	CTC	Early Childhood and Lower Elementary	Yes	22	24	2
Jeff Ritchie	1-3 Andromeda	CTC	Lower Elementary	Yes	27	27	0
Kate Watson	1-3 Seashell	CTC	Lower Elementary	Yes	27	23	-4
Susan Parker	4-6 Phoenix	CTC	Lower and Upper Elementary	Yes	26	22	-4
Karl Zierhut	7-8 Taurus	CTC	Secondary	Yes	26	22	-4
				Totals:	148	139	-9

PROJECTED ENROLLMENT 2019-2020 AS OF 11-13-19

	Buckeye Elem.	Blue Oak Elem.	Valley View	William Brooks	Silva Valley	Oak Meadow	Mandarin	Rolling Hills	Camerado	TOTAL
TK		19	21	20	12	16				88
K	84	63	76	55	62	65	19			424
1st	73	83	79	80	73	91	23			502
2nd	68	69	86	64	67	80	18			452
3rd	56	82	93	95	91	105				522
4th	59	85	84	96	113	104				541
5th	60	92	87	78	62	95				474
6th			65					313	149	527
7th			91					330	177	598
8th			43					328	194	565
TOTAL	400	493	725	488	480	556	60	971	520	4693
Ending 18-19	370	457	611	509	518	633	44	995	587	
Difference	30	36	114	-21	-38	-77	16	-24	-67	

NPS 9

Draft Demograph Report - December 2019 - One Year Enrollment Projection for 20-21	Variance
66	22
437	-13
429	73
528	-76
495	27
508	33
583	-109
461	66
554	44
591	-26
4652	

ENROLLMENT HISTORY

	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
2016/17		4653	4680	4656	4658	4705	4729	4678	4674	4689	
2017/18	4837	4764	4769	4760	4764	4775	4786	4811	4811	4803	
2018/19	4744	4729	4759	4731	4730	4777	4721	4732	4732	4731	
2019/20	4650	4667	4662	4681	4678	4697	4700				

Buckeye Union School District

2019-2020

Summary Report of Warrants

Warrant Registers for the period of: January 1, 2020 through January 31, 2020

Register #	Date	Fund	Fund #	Amount	Warrants
0128	8-Jan-2020	General Fund	01	14,906.56	23
0129	13-Jan-2020	General Fund	01	32,525.77	59
0130	10-Jan-2020	General Fund	01	86,536.14	17
0131	10-Jan-2020	Mello Roos	49	1,718.31	1
0132	10-Jan-2020	State Building Fund	35	392.02	1
0133	15-Jan-2020	General Fund	01	21,727.85	17
0134	14-Jan-2020	Cafeteria Fund	13	35,430.36	6
0135	15-Jan-2020	General Fund	01	14,445.67	7
0136	15-Jan-2020	Developer Fees - EDCOE	25	1,453.00	1
0137	22-Jan-2020	General Fund	01	20,185.82	18
0138	17-Jan-2020	Cafeteria Fund	13	436.73	3
0139	23-Jan-2020	General Fund	01	28,802.94	9
0140	23-Jan-2020	Cafeteria Fund	13	8,386.00	4
0141	23-Jan-2020	Developer Fees	25	10,000.00	1
0142	24-Jan-2020	General Fund	01	2,725.00	2
0143	29-Jan-2020	General Fund	01	9,951.86	12
0144	28-Jan-2020	Health And Welfare	01	545,043.77	12
0145	30-Jan-2020	General Fund	01	53,045.74	29
0146	29-Jan-2020	State Building Fund	35	18,375.50	1
0147	30-Jan-2020	General Fund	01	19,663.00	1
0148	31-Jan-2020	General Fund	01	19,021.83	8
				<u>\$944,773.87</u>	<u>232</u>

BUCKEYE UNION SCHOOL DISTRICT

PERSONNEL UPDATE

February 19, 2020

I. NEW CERTIFICATED/ADMINISTRATIVE STAFF

None

II. NEW CLASSIFIED/CLASSIFIED MGMT/CONFIDENTIAL STAFF

Carmela Bucci

-Cafeteria Assistant at 2.5 hours per day at Oak Meadow Elementary School
-Effective January 27, 2020

Shilpi Tewari

-Teacher Associate at .75 (Tuesday/Thursday) hours per day at Oak Meadow Elementary School
-Effective January 23, 2020

Mary Young

-Teacher Associate (OH) at 6 hours per day (5 hours on Wednesday) at William Brooks Elementary School
-Effective February 6, 2020

III. CHANGE OF STATUS

A. Certificated/Administrative

None

B. Classified

Becky Root

-Custodian at 4 hours per day and Playground Monitor at 1.25 hours per day at Blue Oak Elementary School and Playground Monitor at 2.5 hours per day at Camerado Springs Middle School
-Now Custodian at 4 hours per day and Playground Monitor at 1.25 hours per day and Playground Monitor at 2.5 hours per day (2.25 on Wednesday) at Blue Oak Elementary School
-Effective January 27, 2020

Tracy Whitmire-Frakes

-Lead Cafeteria Assistant at 6.75 hours per day at Rolling Hills Middle School
-Now Lead Cafeteria Assistant at 6.75 and .25 hours per day at Rolling Hills Middle School
-Effective February 3, 2020

IV. LEAVE OF ABSENCE REQUEST

A. Certificated

None

B. Classified

None

V. RESIGNATION/RETIREMENT

A. Certificated/Administrative

Jordaine Nelson

-Special Education Teacher at Valley View Charter
Montessori
-Effective June 2, 2020

Santiago Sabado

-Music (Band) Teacher at Camerado Springs Middle
School, Buckeye Elementary and Blue Oak Elementary
Schools
-Effective June 2, 2020

B. Classified

Karen Lalonde

-Data Coordinator Training at the District Office
-Effective June 30, 2020

Heidi Yaeger

-Teacher Associate (OH) at William Brooks
Elementary School
-Effective February 5, 2020

VI. RELEASED/NONRELECTION

Classified Employee

-Teacher Associate (OH)
Effective February 7, 2020

**COMPREHENSIVE SAFETY PLANS ARE
AVAILABLE ONLINE UNDER BOARD AGENDA
AND MINUTES**

**[2019 Comprehensive School Safety Plan Blue
Oak Elementary](#)**

**[2019 Comprehensive School Safety Plan
Buckeye Elementary School](#)**

**[2019 Comprehensive School Safety Plan
Mandarin Immersion Charter School](#)**

**[2019 Comprehensive School Safety Plan
Camerado Springs Middle School](#)**

**[2019 Comprehensive School Safety Plan Oak
Meadow Elementary School](#)**

**[2019 Comprehensive School Safety Plan
Rolling Hills Middle School](#)**

**[2019 Comprehensive School Safety Plan Silva
Valley Elementary School](#)**

**[2019 Comprehensive School Safety Plan
William Brooks Elementary](#)**

**[2019 Comprehensive School Safety Plan
Valley View Charter Montessori](#)**



NOTICE OF PUBLIC HEARINGS BOARD OF TRUSTEES

1. Consideration of Renewal of the Clarksville Charter School Petition - Five Year Renewal

The Buckeye Union School District Governing Board will hold a public hearing in accordance with Education Code Section 47605(b) and Section 47607(a)(2) to consider the level of support for the Renewal of the Charter Petition for Clarksville Charter School for a five (5) year term, expiring on June 30, 2025.

Conduct of Hearing; a) Staff report and discussion; b) Public Testimony; c) Close the Public Hearing;

2. 2019/2020, 2020-2021 Negotiation Settlement between the Buckeye Union School District and the Buckeye Teachers' Associations; including Disclosure Statement.

Ratification of the Agreement reached between the Buckeye Union School District and the Buckeye Teachers Association (BTA); Including Disclosure Statement.

Conduct of Hearing; a) Staff report and discussion; b) Public Testimony; c) Close the Public Hearing; d) Board discussion and vote

3. The Buckeye Union School District will hold a public hearing in accordance with Education Code Section 47605 to consider the level of support for the adoption of the Camerado Springs Middle School, International Baccalaureate (IB) Middle Years Program (Candidate) and A District Affiliated Charter School for a five (5) year term, expiring on June 30, 2025.

Conduct of Hearing; a) Staff report and discussion; b) Public Testimony; c) Close the public hearing

Hearing Date: February 19, 2020

Time: 7:00 p.m.

**Location: Buckeye Union District Office - Board Room
5049 Robert J. Mathews Parkway
El Dorado Hills, CA 95762**

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XII.I

PUBLIC HEARING/ACTION:

2019-2020 and 2020-2021 Negotiations Settlement between the Buckeye Union School District and Buckeye Teachers' Association; including Disclosure Statement

SITUATION:

Pursuant to Government Code Section 3547, on September 4, 2019, the Buckeye Union School District and the Buckeye Teachers' Association ("BTA") held a public hearing to consider and adopt their initial contract reopeners for negotiations for a successor collective bargaining agreement to the 2015-2019 Contract between the District and the Buckeye Teachers Association.

The parties having met and negotiated pursuant to the Educational Employment Relations Act have reached a tentative agreement that made minor revisions to contract language and improved the 2018-2019 salary schedule for the 2019-2020 school year by one percent (1.0%) retroactive to July 1, 2019. In addition, the parties reached agreement for the 2020-2021 school year, improving the 2019-2020 salary schedule by an additional one percent (1.0%) retroactive to July 1, 2019.

In addition to salary schedule improvement, the tentative agreement included changes in language that improved the working conditions for staff and at the same time enhanced the student experience.

PLAN:

The plan is to have the Board review and approve the modifications to the current contract between the Buckeye Union School District and the Buckeye Teachers' Association, including the 2.0% improvement to the current salary schedule and the 2019-2021 salary schedule and the corresponding Disclosure Statement.

FISCAL IMPACT:

The fiscal impact of adopting the 2019-2020 and 2020-2021 settlement, including the 2.0% improvement, ongoing is approximately \$400,206 (including Step and Column movement and statutory benefits).

LONG RANGE GOAL:

District Goal #2: Maintain Fiscal Integrity & Accountability of the District

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board approve the 2019-2020 and 2020/2021 negotiated contract agreement between the Buckeye Union School District and the Buckeye Teachers' Association, including the Disclosure Statement.

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM: XIII.2.

ACTION: Authorization to Enter Into Contract for Services with Kirk S. Brainerd (Architect) to Prepare Construction Documents, and Provide Construction Administration Services for the Valley View Charter Montessori Middle School Lunch Area Project

SITUATION:

Valley View Charter Montessori's first year of operation at the Valley View school site was the 2017/2018 school year, serving students in grades TK-6th. Since that time, Valley View has expanded to serving students in grades TK- 8th. With the addition of the middle school program and the increase in student population, we now find the need to provide a separate lunch area to serve the needs of our middle school students.

PLAN:

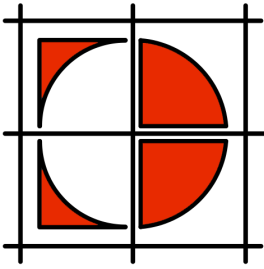
To have the board authorize staff to enter into a contract for services with Kirk S. Brainerd (Architect) to prepare construction documents, and administration services for Valley View Charter Montessori Middle School Lunch Area Project.

FISCAL IMPACT:

The proposal from Kirk S. Brainerd (Architect) is a fixed fee of \$8,400. Funding will come from Capitol Project Fund (Fund 49).

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board authorizes staff to enter into a contract for services with Kirk S. Brainerd (Architect) to prepare construction documents, and administration services for the Valley View Charter Montessori Middle School Lunch Area Project.



Kirk S. Brainerd
Architect

January 30, 2020

Brian McCahon
Director of Facilities
Buckeye Union School District
1665 Blackstone Parkway
El Dorado Hills, Ca. 95762

Re: Valley View Lunch Area/ Shade Structure

Dear Brian,

We propose to provide design services as follows:

1. Visit the site to assess the conditions: Review original construction drawings and new survey information.
2. Coordinate and review design with District.
3. Provide final site civil and architectural construction documents and associated specifications.
4. Incorporate preapproved shade structure drawings into set and coordinate all work with the supplier of the shade structure
5. Provide allowances in bid for landscaping and minor electrical work.
6. Obtain DSA approval.
7. Assist the District in bidding the project.
8. Provide all construction administration for the duration of the project.
9. Obtain DSA certification of the project.

Fee shall be a fixed fee of Eight Thousand Four Hundred Dollars (\$8,400)

Billing will be made on a monthly basis for work completed within that calendar month.
Payment shall be made within 30 days of receiving the billing statement.
If this proposal is acceptable, please sign and return one copy.

Very truly yours,

Kirk S. Brainerd, Architect

Accepted _____

Date: _____

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.3.

ACTION: Resolution 20-06 Finding the Valley View Charter Montessori Middle School Lunch Area Project Exempt from the California Environmental Quality Act and Approving the Filing and Recordation of a Notice of Exemption

SITUATION:

Prior to and/or contemporaneously with the authorization of the Valley View Charter Montessori Middle School Lunch Area Project, the District's Governing Board must comply with the California Environmental Quality Act ("CEQA"). The project qualifies for Class 1, Class 4, and Class 11 exemptions from the California Environmental Quality Act (CEQA) under Sections 15301, 15304, and 15311 of the CEQA guidelines. Class 1 is for existing facilities, Class 4 is for minor alterations to land, and Class 11 is for the installation of a minor accessory structure. By adopting the resolution, the Board of Trustees will determine the project is exempt from CEQA and will direct staff to file a Notice of Exemption (NOE) with the El Dorado County Clerk's Office. The filing will start a 35-day statute of limitations period on legal challenges that the project is exempt from CEQA. If a NOE is not filed, a 180 day statute of limitations will apply.

PLAN:

The plan is to have the Board adopt Resolution No. 20-06, authorizing staff to file a Notice of Exemption for the Valley View Charter Montessori Middle School Lunch Area Project.

FISCAL IMPACT:

None.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board approve Resolution No. 20-06 and authorize staff to file the Notice of Exemption for the Valley View Charter Montessori Middle School Lunch Area Project.

**BEFORE THE
GOVERNING BOARD
OF THE
BUCKEYE UNION SCHOOL DISTRICT**

**RESOLUTION FINDING THE VALLEY VIEW CHARTER MONTESSORI MIDDLE
SCHOOL LUNCH AREA PROJECT EXEMPT FROM THE CALIFORNIA
ENVIRONMENTAL QUALITY ACT AND APPROVING THE FILING AND
RECORDATION OF A NOTICE OF EXEMPTION**

RESOLUTION NO. 20-06

WHEREAS, the Buckeye Union School District ("District") owns and operates the Valley View Charter Montessori School located at 1665 Blackstone Parkway, El Dorado Hills, CA 95762;

WHEREAS, on February 19, 2020 the Board authorized District staff to enter into a contract for services with Kirk S. Brainerd (Architect) to prepare construction documents, and administration services for Valley View Charter Montessori Middle School Lunch Area Project ("CEQA Project");

WHEREAS, the District must comply with the California Environmental Quality Act ("CEQA") before approving the CEQA Project; and

WHEREAS, exemptions to CEQA are set forth in Article 19 of Title 14 of the California Code of Regulations ("CEQA Guidelines"); and

WHEREAS, CEQA Guidelines Section 15301 sets forth an exemption from CEQA for improvements upon existing facilities where the project consists of the operation, repair, maintenance, permitting, leasing, licensing or minor alternation of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the Lead Agency's determination; and

WHEREAS, CEQA Guidelines Section 15304 sets forth an exemption from CEQA for minor alterations in the condition of land, water, and/or vegetation which do not involve the removal of healthy, mature, scenic trees except for forestry or agricultural purposes; and

WHEREAS, CEQA Guidelines Section 15311 sets forth an exemption from CEQA for construction or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities; and

WHEREAS, the CEQA Project is not located in an area of statewide, regional or area-wide concerns as identified in CEQA Guidelines Section 15206(b)(4); and

WHEREAS, the District has considered whether the CEQA Project may have significant impacts on the environment; and

WHEREAS, the District has concluded, through its own independent review and analysis, that the CEQA Project will not have a significant impact on the environment.

NOW, THEREFORE, THE GOVERNING BOARD OF THE BUCKEYE UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the District has considered whether the CEQA Project may have significant impacts on the environment.

Section 3. That the District has concluded, after reviewing the CEQA Project, through its own independent review and analysis, that the CEQA Project will not have a significant impact on the environment.

Section 4. That the CEQA Project will not result in damage to scenic resources pursuant to Public Contracts Code Section 21084.

Section 5. That the Real Property is not located in an area of statewide, regional, or area-wide concerns as identified in CEQA Guidelines Section 15206(b)(4).

Section 6. That the CEQA Project will involve negligible or no expansion beyond the existing use of the Real Property.

Section 7. That the CEQA Project is subject to CEQA Guidelines Section 15301, 15304 and 15311 and is therefore exempt from CEQA.

Section 8. The District Superintendent, or designee, is instructed to file and/or record a Notice of Exemption from the California Environmental Quality Act, consistent with this Resolution, attached hereto as Exhibit "A", with any and all appropriate public agencies or entities, subject only to minor non-substantive revisions, if necessary.

Section 9. In the event any section or portion of this Resolution shall be determined invalid or unconstitutional, such section or portion shall be deemed severable and all other sections or portions hereof shall remain in full force and effect. The Board hereby declares that it would have passed this Resolution and each section, subsection,

sentence, clause or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

Passed and Adopted by roll call vote this February 19, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

BRENDA HANSON-SMITH, Ph.D.
President, Governing Board

I, Gloria Silva, Clerk of the Governing Board of the Buckeye Union School District, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on February 19, 2020.

GLORIA SILVA
Clerk, Governing Board

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: El Dorado County

360 Fair Lane

Placerville, CA 95667

From: (Public Agency): Buckeye Union School District
5049 Robert J Mathews Parkway
El Dorado Hills, CA 95762

(Address)

Project Title: Valley View Charter Montessori Middle School Lunch Area

Project Applicant: Not Applicable

Project Location - Specific:

1665 Blackstone Parkway, El Dorado Hills, CA 95762

Project Location - City: El Dorado Hills

Project Location - County: El Dorado

Description of Nature, Purpose and Beneficiaries of Project:

This project will include the installation of concrete flatwork, a 20'x30' shade structure, a drinking fountain/bottle filling station, picnic tables and minor landscaping to create a lunch area for the middle school students attending Valley View Charter Montessori.

Name of Public Agency Approving Project: Buckeye Union School District

Name of Person or Agency Carrying Out Project: Buckeye Union School District

Exempt Status: **(check one):**

☐ Ministerial (Sec. 21080(b)(1); 15268);

☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));

☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));

☒ Categorical Exemption. State type and section number: 15301, 15304, 15311

☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

This project involves a minor alteration to an existing facility, requires only minor alterations to the land, and includes the installation of a minor accessory structure, and therefore qualifies for exemptions from CEQA under Sections 15301, 15304, and 15311 of the CEQA Guidelines, respectively. The environmental review of the project did not identify any significant effects that would occur from this project.

Lead Agency

Contact Person: Brian McCahon

Area Code/Telephone/Extension: 916-985-2183 ext. 1037

If filed by applicant:

1. Attach certified document of exemption finding.

2. Has a Notice of Exemption been filed by the public agency approving the project? ☐ Yes ☐ No

Signature: _____ Date: 2/20/20 Title: Director of Facilities

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.

Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.4.

ACTION: Approve Resolution No. 20-07 Authorizing Contract with USA Shade and Fabric Structures for the Purchase of a Shade Structure as a Component of the Valley View Charter Montessori Middle School Lunch Area Project

SITUATION:

Public Contract Code §20111 requires school district governing boards to competitively bid and award any contracts, other than construction contracts, involving an expenditure of more than \$92,500.00 to the lowest responsible bidder.

Public Contract Code §20118 provides that, notwithstanding the provisions of Section 20111, a Governing Board may, without advertising for bids and upon a determination that it is in the best interest of the District, authorize staff to contract, lease, requisition, or purchase order off of another public corporation or agency, to lease data-processing equipment, or to purchase materials, supplies, equipment, automotive vehicles, tractors *and other personal property* for the District in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor (piggyback).

The Buckeye Union School District in planning for the 2020-2021 school year has determined that it will be necessary to add the following shade structure to the Valley View Charter Montessori School site and has determined that it is in the best interest of the District to proceed with the purchase of the shade structure using the piggyback process set forth in Section 20118:

- 1) 1 each, 20x30 DSA Approved Shade Structure (Model No. DSA401S2030-16)

PLAN:

The plan is to have the Board adopt Resolution No.20-07, authorizing staff to enter into a contract for the acquisition of the above-identified shade structure with USA Shade and Fabric Structures, utilizing the Fullerton Joint Union High School District Bid No. 1819-11(EC 2018-19 #215) Piggy-Back Bid to ensure timely manufacturing and delivery of the buildings for project completion prior to the start of the 2020-2021 school year. Staff will also be bringing a separate items the Architect Contract for the preparation of

the plans and specifications for the Valley View Charter Montessori Middle School Lunch Area Project. Once the plans and specifications have been approved by the Division of State Architect, staff will bring the project back to the Board for authorization to proceed with the bid for the site work and ultimately a recommendation to award a site work contract, which is work required to be done in addition to the purchase contemplated by this Item.

FISCAL IMPACT:

Funding will come from Fund 49. At this time, the preliminary estimate received is as follows:

1 each, 20x30 DSA Approved Shade Structure: \$ 27,437.05 (includes the supply and installation of the shade structure, and contingency.)

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board approve Resolution No.20-07 and authorize staff to enter into a contract for the acquisition of the above-identified shade structure for the Valley View Charter Montessori Middle School Lunch Area Project through the Fullerton Joint Union High School District and its Agreement with USA Shade and Fabric Structures awarded on February 22, 2019.

**BEFORE THE
GOVERNING BOARD
OF THE
BUCKEYE UNION SCHOOL DISTRICT**

**RESOLUTION AUTHORIZING CONTRACT WITH USA SHADE AND FABRIC
STRUCTURES FOR THE PURCHASE OF A SHADE STRUCTURE AS A
COMPONENT OF THE VALLEY VIEW CHARTER MONTESSORI MIDDLE SCHOOL
LUNCH AREA PROJECT**

RESOLUTION NO. 20-07

WHEREAS, Public Contract Code Section 20118 provides that the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by contract, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases.

WHEREAS, the Fullerton Joint Union High School District awarded a competitively bid contract to USA Shade and Fabric Structures for the provision of shade structures and related support services on February 22, 2019;

WHEREAS, the Fullerton Joint Union High School District has made their contract available to the Buckeye Union School District and all other public agencies for the procurement of shade structures and related support services as noted in the excerpts from the Bid Manual attached hereto;

WHEREAS, the District has determined that it is in its best interests to purchase the shade structure by piggybacking on the Fullerton Joint Union High School District Contract; and

WHEREAS, USA Shade and Fabric Structures wishes to provide the District with the shade structure and related support services pursuant to the Fullerton Joint Union High School District Contract;

NOW, THEREFORE, THE GOVERNING BOARD OF THE BUCKEYE UNION SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. That the above recitals are all true and correct.

Section 2. That the Governing Board of the Buckeye Union School District has determined that it is in the best interest of the District to award a contract to USA Shade and Fabric Structures and authorizes the piggyback agreement on the Fullerton Joint Union High School District Bid No. 1819-11 (EC 2018/19 #215) Piggy-Back Bid Contract.

Section 3. This Agreement fully incorporates by this reference the Fullerton Joint Union High School District Contract, including all of its provisions and documents incorporated therein by reference or operation of law. USA Shade and Fabric Structures shall comply with all insurance requirements of Fullerton Joint Union High School District and shall provide the District with copies of all required insurance documents at the time USA Shade and Fabric Structures executes the Agreement.

Section 4. The District Superintendent or the Superintendent's designee is further authorized to take any further actions necessary to carry out the intent of this Resolution.

Section 5. In the event any section or portion of this Resolution shall be determined invalid or unconstitutional, such section or portion shall be deemed severable and all other sections or portions hereof shall remain in full force and effect. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared to be unconstitutional.

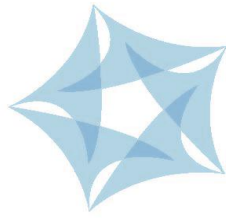
Passed and Adopted by roll call vote this February 19, 2020 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Brenda Hanson-Smith
President, Governing Board

I, Gloria Silva, Clerk of the Governing Board of the Buckeye Union School District, do hereby certify that the foregoing resolution was regularly introduced, passed and adopted by the Governing Board at its meeting held on February 19, 2020.

Gloria Silva
Clerk, Governing Board



USA SHADE
& Fabric Structures®

Valley View Charter Montessori

1/27/2020

This proposal is issued per the terms and conditions of the
Fullerton Joint Union High School District Shade Structures
District Wide Piggybackable Bid # 1819-11
Any conflicts between this document and the Agreement will default to that Contract.

Proposal Prepared For:
Buckeye Union School District
5049 Robert J Mathews Pkwy
El Dorado Hills, CA 95762

AZ: 289388 CA: 989458 LA: 61718 NV: 78724
NM: 383826 TN: 68712 DIR: 1000003533

Date: 1/27/2020

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Buckeye Union School District	Contact:	Brian McCahon	Sales Rep:	Jenny Dempsey
Project Name:	Valley View Charter Montessori	Phone:	916-581-9000	Phone:	916-217-3507
Quote No:	JLD20200127	Email:	bmccahon@buckeyeusd.org	Email:	jdempsey@usa-shade.com
PO No:		Fax:		Fax:	714-538-2445

Billing Information:		Shipping Information:		Jobsite Information:	
Buckeye Union School District		NORTHERN CALIFORNIA		Valley View Charter Montessori	
5049 Robert J Mathews Pkwy		927 Enterprise Way, Suite A		1665 Blackstone Pkwy	
El Dorado Hills		Napa		El Dorado Hills	
CA		CA		CA	
95762		94558		95762	
Contact:	Brian McCahon	Contact:	Construction Department	Contact:	Brian McCahon
Phone	916-581-9000	Phone	714-427-6981	Phone	916-581-9000
Email:	bmccahon@buckeyeusd.org	Email:		Email:	bmccahon@buckeyeusd.org
Fax:		Fax:	714-538-2445	Fax:	

CORPORATE ADDRESS:

2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:

P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:

P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:

1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:

927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:

2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:

6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

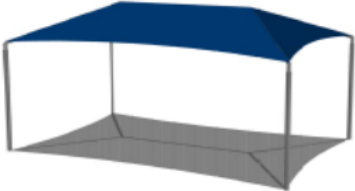
www.usa-shade.com

800-966-5005

AZ: 289388 CA: 989458 LA: 61718 NV: 78724 NV: 78724 NM: 383826 TN: 68712 DIR: 1000003533



Structure Pricing

Structure 1				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Hip	Grout Installation	USA Shade
	Structure Size:	20X30	Footing Type:	Drilled Pier
	USA Shade Model Number	DSA401S2030-16	Base Attachment:	PIH - Embed
	Entry Height:	MAX 15'	Anchor Bolts:	N/A
	No of Columns:	4	Concrete Cutting:	Included
	No of Fabric Tops:	1	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Concrete
	Fabric Color:	TBD	NOTES	
	Steel Finish:	Powder Coated		
PRICE	Electrical Provisions:	N/A		
See Below	Cable/HDW Finish:	Galvanized		
	DSA PC:	04-117140		

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
	<i>Intentionally left blank</i>		
TOTAL FOR ACCESS/MISC ITEMS:			\$0.00

PRICING TOTALS:	
Unit Total	Included
Accessories/Miscellaneous	-
Shipping/Handling	Included
SUBTOTAL	Included
Sales Tax (7.25%)	Included
DSA PC Engineering	Included
Installation	Included
TOTAL PRICE	\$24,937.05

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	PO/Contract
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	
NOTES:	
<i>Payment terms subject to a current credit application on file</i>	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	CBC 2016	
Wind Load	115 mph	
Snow Load	20 psf	
Drawing Size	Electronic	
No. of Sealed Drawings	0	
Calculations Required	On File	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sealed Drawings & Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Prevailing Wage / Certified Payroll
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Submittal - <i>BY OTHERS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Union Wages
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Permit Fee - <i>BY OTHERS</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Fencing
<input type="checkbox"/>	<input checked="" type="checkbox"/>	DSA Submittal & Fees - <i>BY OTHERS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Curb Repair - <i>BY OTHERS</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Structure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Landscape Repair - <i>BY OTHERS</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design and Engineering of Foundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Demolition (Existing Structures) - <i>BY OTHERS</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Reactions and Loads for attachment to Walls, Rooftops, or Other	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Payment and Performance Bonds - <i>ADDED ON REQUEST</i>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation Location and Elevation Survey - <i>BY OTHERS</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Special Inspection Fees - <i>BY OTHERS</i>



Construction Assumptions

- 1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.
- 2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.
- 3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.
- 4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.
- 5) Our price assumes others to provide 110-volt electrical service and necessary potable water available within 100 feet of our work.
- 6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.
- 7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.
- 8) Barricades and public security requirements are not included.
- 9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.
- 11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- 12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

- 1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.
- 2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").
- 3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.



- 4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:
- "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."
- 6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.
- 7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.
- 8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.
- 9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.
- 10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.
- 11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.



- 12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).
- 13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.
- 14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.
- 15) **Statement of Limited Warranty:**
- The structural integrity of all supplied steel is warranted for ten years.
 - If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
 - All steel surface finishes are warranted for one year.
 - Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
 - o Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
 - o Fabric tops attached to Coolbrella™ structures carry a three year warranty;
 - o Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
 - o Preconstraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
 - Sewing thread is warranted for ten years.



General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and/or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued fabric color.
- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.
- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.
- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
 - o the supplied structures, products, services and/or labor are not paid for in full;
 - o the structures are not assembled in strict compliance with USA SHADE specifications;
 - o any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.
- These limited warranties do not cover defects and/or damages caused by:
 - o normal wear and tear;
 - o misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
 - o ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
 - o use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
 - o workmanship related to assembly not provided by the Company or its agents;
 - o fabric curtains, valances, and flat vertical panels;
 - o fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Preconstraint 502™ is a registered trademark of Serge Ferrari North America, Inc.



16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
 - Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
 - Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.
 - If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
 - Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
 - Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.
- 17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).
- 18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.
- 19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.
- 20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.
- 21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.
- 22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.
- 23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.
- 24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.
- 25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.
- 26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and inure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.



Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING \$100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:

Buckeye Union School District

SELLER:

USA SHADE & Fabric Structures

Signature: _____

By: (Print) _____

Title: _____

Date: _____

Signature: _____

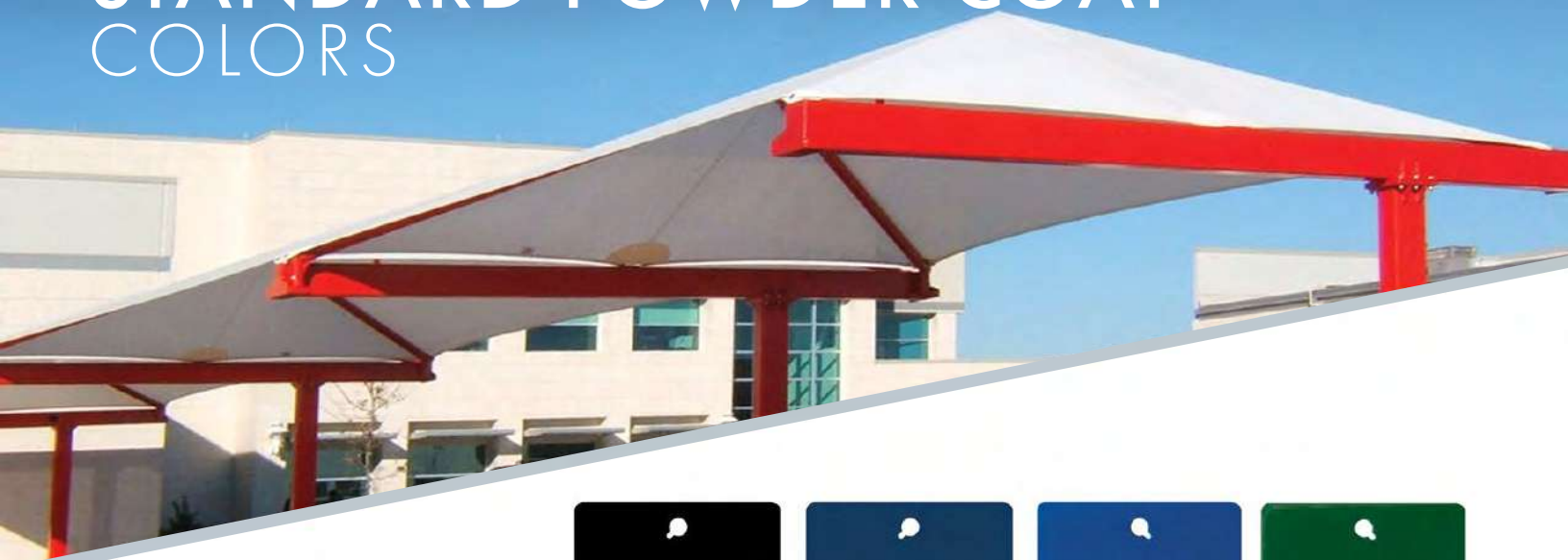
By: (Print) _____

Title: _____

Date: _____

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

STANDARD POWDER COAT COLORS



BLACK
115618BLK



COBALT
115618CBB



BLUE
11568BLU



FOREST GREEN
115618FRG



RED
115618RED



YELLOW
115618YLW



DARK BROWN
115618DBW



LIGHT IVORY
115893



WHITE
115618WHT



TELE-GRAY
115892

Powder coating provides maximum adhesion, UV protection and fade resistance. Available in a wide range of colors, this coating has higher surface hardness/scratch resistance than common liquid paints.

Powder coat colors may vary slightly based on the media of which flyer is printed out on or distributed as PDF.



USASHADE
& Fabric Structures®

www.usa-shade.com

Corporate Headquarters
DFW International Commerce Park
2580 Esters Blvd, Suite 100
DFW Airport, Texas 75261
PH: 214.905.9500
TF: 800.966.5005

West Coast Office
PH: 714.427.6981

Southeast Office
PH: 214.905.9500

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USA Headquarters

DFW International Commerce Park
2580 Esters Blvd. Suite 100
DFW Airport, TX 75261
FedEx and UPS Deliveries

P.O. Box 3467
Coppell, TX 75019
US Postal Mail

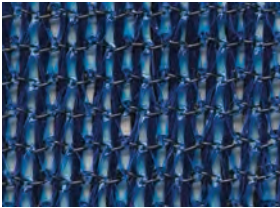
West Coast Office

1085 N. Main Street, Suite C
Orange, CA 92867
P. 714.427.6981 | TF. 800.507.4233
F. 714.427.6982

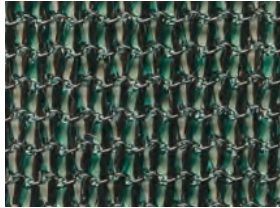


USASHADE
& Fabric Structures

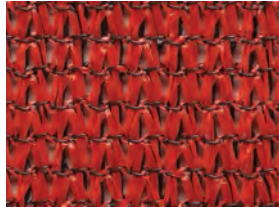
2018 COLOURSHADE® FR FABRIC

**BLUE**

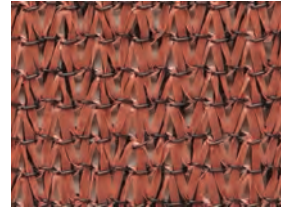
Shade Factor 80%
UV Factor 85%

**GREEN**

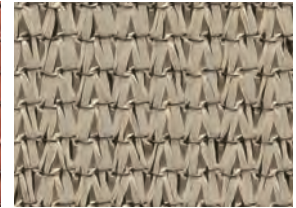
Shade Factor 80%
UV Factor 85%

**RED**

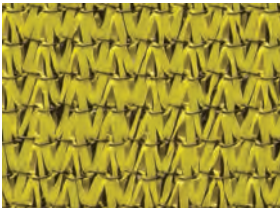
Shade Factor 80%
UV Factor 86%

**TERRACOTTA**

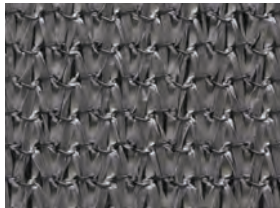
Shade Factor 75%
UV Factor 82%

**DESERT SAND**

Shade Factor 80%
UV Factor 92%

**YELLOW**

Shade Factor 80%
UV Factor 89%

**SILVER**

Shade Factor 80%
UV Factor 81%



Colourshade® fabrics carry a 10 year limited manufacturers warranty from the date of installation against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold, or discoloration, with the exception of the Red fabric which carries a 3 year limited warranty.

Fabric colors may vary slightly based on the media of which flyer is printed out on or distributed as pdf.



**CALIFORNIA DEPARTMENT OF FORESTRY and FIRE PROTECTION
OFFICE OF THE STATE FIRE MARSHAL**

REGISTERED FLAME RESISTANT PRODUCT

Product:

COLOURSHADE 190/F5

Registration No.

F-52001

Product Marketed By:

**MULTIKNIT (PTY) LTD
BOX 798 WHITE RIVER 1240
MPUMALANGA SOUTH AFRICA**

MICHAEL@SUGIMURA.COM

This product meets the minimum requirements of flame resistance established by the California State Fire Marshal for products identified in Section 13115, California Health and Safety Code.

The scope of the approved use of this product is provided in the current edition of the **CALIFORNIA APPROVED LIST OF FLAME RETARDANT CHEMICALS AND FABRICS, GENERAL AND LIMITED APPLICATIONS CONCERNS** published by the California State Fire Marshal.

Deputy State Fire Marshal

Expire: 6/30/2020

BUCKEYE UNION SCHOOL DISTRICT

AGENDA ITEM #: XIII.5.

ACTION: Authorization to Award a Contract to AT&T for Wide Area Network Services

SITUATION:

On December 18, 2019 the Board authorized staff to post a Request for Proposals (RFP) for Wide Area Network (WAN) Services. Upon receipt of Board approval, BUSD staff posted RFP 2020-BUSD-WAN on December 19, 2019 with a proposal deadline of February 12, 2020 @ 2:00 pm. The RFP requested vendor proposals covering the terms described below:

- a) THREE years plus TWO (2) - One Year Optional Extensions (July 1, 2020-June 30, 2023)
- b) FIVE year terms (July 1, 2020-June 30, 2025)

The RFP resulted in 2 proposals. Staff's evaluation of the proposals using the criteria outlined in the RFP resulted in the selection of AT&T to provide the WAN services.

The district has utilized the Federal Universal Service Administrative Company (USAC) Schools and Library E-Rate program since its inception to offset our on-going costs for telecommunications and data communications services. Currently Buckeye Union School District qualifies for a 40% discount on eligible category one services, and a 40% discount on eligible category two services.

PLAN:

Have the board authorize the award of RFP 2020-BUSD-WAN to AT&T for Wide Area Network Services for a five year term (July 1, 2020 through June 30, 2025).

FISCAL IMPACT:

The total cost of the five-year term will be \$296,428.80, with the General Fund providing \$177,857.28, and E-Rate funding \$118,571.52. This new five-year term allows us to upgrade our service level for BUSD's nine sites from a 250 Mbps connection to a 1Gbps connection, and upgrade our service level for the EDCOE hub circuit from a 2Gbps connection to a 10 Gbps connection. The new five-year term will also save approximately \$120,000.00 compared to our current AT&T contract.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board award RFP 2020-BUSD-WAN to AT&T for Wide Area Network Services for a five year term (July 1, 2020 through June 30, 2025).

E-Rate Bid Evaluation Matrix
Funding Year

Page 1 of 1

2020

District Name Buckeye Union School District
Bid # (if applicable) 2020-BUSD-WAN
Form 470# 200007624

Bid Due Date and Time 2/12/2020 by 2:00 PM
Allowable Contract Date 1/16/2020

Project or Service

Description

District is seeking proposals for Wide Area Network Services. For complete description of request, please see District Issued RFP: Multi-year Contract for E-rate Eligible Wide Area Network (WAN) Services. RFP #: 2020-BUSD-WAN

Directions:

- Enter your Service Provider Name and E-rate eligible cost in order from lowest to highest.
- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

of Responders: **2**

2 is the best possible score

Service Provider Name:
E-rate Eligible Cost:

AT&T	Comcast	SP#3	SP#4	SP#5
\$4,940.48	\$13,162.05			
Lowest				Highest

Selection Criteria	Criteria Weight*
Cost of eligible products and/or services	30
Ability to Service all BUSD Locations	20
Vendor References	10
Fulfilment of RFP Requirements / Quality of Response	10
Clear Transition Plan	10
Experience with District	10
Cost of ineligible products and/or services	10
	100

Score	Score	Score	Score	Score
2	0.750715884	#DIV/0!	#DIV/0!	#DIV/0!
2	2			
2	2			
2	2			
2	2			
2	2			
2	2			

Overall Score	
Service Provider	Score
AT&T	100
Comcast	81
SP#3	#DIV/0!
SP#4	#DIV/0!
SP#5	#DIV/0!

Vendor Selected: AT&T

Approved By: _____

Signature

Brian McCahon

Print Name

Director of Facilities

Title

Date: 02/13/20

Comments: 5 year terms have been used for both vendors.

AT&T is selected based on the evaluation of selection criteria for 1Gbps speed. BUSD will be contracting for 1Gbps service at this time.

CSBA Policy Language

	POLICY #	POLICY AND UPDATE
	BP5030	<i>Student Wellness</i> (BP Revised) Policy updated to reflect NEW FEDERAL REGULATIONS (81 Fed.Reg. 50151) which address the contents of the wellness policy, assurance of stakeholder participation in the development and updates of the policy, and periodic assessment and disclosure of compliance. Policy also reflects NEW STATE LAW (SB 1169, 2016) which no longer requires posting of district policy on nutrition and physical activity within cafeteria/eating areas, but does require annually informing the public of the content and implementation of the policy.

BUCKEYE UNION ESD

Board Policy

Student Wellness

BP 5030

Students

The Governing Board recognizes the link between student health and learning and desires to provide a comprehensive program promoting healthy eating and physical activity for district students. The Superintendent or designee shall coordinate and align district efforts to support student wellness through health education, physical education and activity, health services, nutrition services, psychological and counseling services, and a safe and healthy school environment. In addition, the Superintendent or designee shall develop strategies for promoting staff wellness and for involving parents/guardians and the community in reinforcing students' understanding and appreciation of the importance of a healthy lifestyle.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 3513.3 - Tobacco-Free Schools)

(cf. 3514 - Environmental Safety)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.61 - Drug Testing)

(cf. 5131.62 - Tobacco)

(cf. 5131.63 - Steroids)

(cf. 5141 - Health Care and Emergencies)

(cf. 5141.22 - Infectious Diseases)

(cf. 5141.3 - Health Examinations)

(cf. 5141.31 - Immunizations)

(cf. 5141.32 - Health Screening for School Entry)

(cf. 5141.6 - School Health Services)

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

(cf. 6164.2 - Guidance/Counseling Services)

School Wellness Council

The Superintendent or designee shall encourage parents/guardians, students, food service employees, physical education teachers, school health professionals, Board members, school administrators, and members of the public to participate in the development, implementation, and periodic review and update of the district's student wellness policy. (42 USC 1758b; 7 CFR 210.31)

To fulfill this requirement, the Superintendent or designee may appoint a school wellness council or other district committee and a wellness council coordinator. The council may include representatives of the groups listed above, as well as health educators, curriculum directors,

counselors, before- and after-school program staff, health practitioners, and/or others interested in school health issues.

(cf. 1220 - Citizen Advisory Committees)
(cf. 9140 - Board Representatives)

The wellness committee shall advise the district on health-related issues, activities, policies, and programs. At the discretion of the Superintendent or designee, the duties of the committee may also include the planning, implementation, and evaluation of activities to promote health within the school or community.

Goals for Nutrition, Physical Activity, and Other Wellness Activities

The Board shall adopt specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. In developing such goals, the Board shall review and consider evidence-based strategies and techniques. (42 USC 1758b; 7 CFR 210.31)

(cf. 0000 - Vision)
(cf. 0200 - Goals for the School District)

The district's nutrition education and physical education programs shall be based on research, shall be consistent with the expectations established in the state's curriculum frameworks and content standards, and shall be designed to build the skills and knowledge that all students need to maintain a healthy lifestyle.

(cf. 6011 - Academic Standards)
(cf. 6142.7 - Physical Education and Activity)
(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The nutrition education program shall include, but is not limited to, information about the benefits of healthy eating for learning, disease prevention, weight management, and oral health. Nutrition education shall be provided as part of the health education program and, as appropriate, shall be integrated into other academic subjects in the regular educational program, before- and after-school programs, summer learning programs, and school garden programs.

(cf. 5148.2 - Before/After School Programs)
(cf. 6177 - Summer Learning Programs)

All students shall be provided opportunities to be physically active on a regular basis. Opportunities for moderate to vigorous physical activity shall be provided through physical education and recess and may also be provided through school athletic programs, extracurricular programs, before- and after-school programs, summer learning programs, programs encouraging students to walk or bicycle to and from school, in-class physical activity breaks, and other structured and unstructured activities.

(cf. 5142.2 - Safe Routes to School Program)
(cf. 6145 - Extracurricular and Cocurricular Activities)
(cf. 6145.2 - Athletic Competition)

The Board may enter into a joint use agreement or memorandum of understanding to make district facilities or grounds available for recreational or sports activities outside the school day and/or to use community facilities to expand students' access to opportunity for physical activity.

(cf. 1330.1 - Joint Use Agreements)

Professional development may be regularly offered to the nutrition program director, managers, and staff, as well as health education teachers, physical education teachers, coaches, activity supervisors, and other staff as appropriate to enhance their knowledge and skills related to student health and wellness.

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

In order to ensure that students have access to comprehensive health services, the district may provide access to health services at or near district schools and/or may provide referrals to community resources.

The Board recognizes that a safe, positive school environment is also conducive to students' physical and mental health and thus prohibits bullying and harassment of all students, including bullying on the basis of weight or health condition.

(cf. 5131.2 - Bullying)
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall encourage staff to serve as positive role models for healthy eating and physical fitness. He/she shall promote work-site wellness programs and may provide opportunities for regular physical activity among employees.

Nutrition Guidelines for All Foods Available at School

For all foods and beverages available on each campus during the school day, the district shall adopt nutrition guidelines which are consistent with 42 USC 1758, 1766, 1773, and 1779 and federal regulations and which support the objectives of promoting student health and reducing childhood obesity. (42 USC 1758b)

In order to maximize the district's ability to provide nutritious meals and snacks, all district schools shall participate in available federal school nutrition programs, including the National School Lunch and School Breakfast Programs and after-school snack programs, to the extent

possible. When approved by the California Department of Education, the district may sponsor a summer meal program.

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 5148 - Child Care and Development)
(cf. 5148.3 - Preschool/Early Childhood Education)

The Superintendent or designee shall provide access to free, potable water in the food service area during meal times in accordance with Education Code 38086 and 42 USC 1758, and shall encourage students' consumption of water by educating them about the health benefits of water and by serving water in an appealing manner.

The Board believes that all foods and beverages sold to students at district schools, including those available outside the district's reimbursable food services program, should support the health curriculum and promote optimal health. Nutrition standards adopted by the district for foods and beverages provided through student stores, vending machines, or other venues shall meet or exceed state and federal nutrition standards.

(cf. 3312 - Contracts)
(cf. 3554 - Other Food Sales)

The Superintendent or designee shall encourage school organizations to use healthy food items or non-food items for fundraising purposes.

He/she also shall encourage school staff to avoid the use of non-nutritious foods as a reward for students' academic performance, accomplishments, or classroom behavior.

School staff shall encourage parents/guardians or other volunteers to support the district's nutrition education program by considering nutritional quality when selecting any snacks which they may donate for occasional class parties. Class parties or celebrations shall be held after the lunch period when possible.

To reinforce the district's nutrition education program, the Board prohibits the marketing and advertising of foods and beverages that do not meet nutrition standards for the sale of foods and beverages on campus during the school day. (Education Code 49431.9; 7 CFR 210.31)

(cf. 1325 - Advertising and Promotion)

Program Implementation and Evaluation

The Superintendent designates the individual(s) identified below as the individual(s) responsible for ensuring that each school site complies with the district's wellness policy. (42 USC 1758b;

7 CFR 210.31)

Superintendent or Assistant Superintendent

(Title or Position)

530-677-2261

(Phone Number)

cschwietert@buckeyeusd.org

(Email Address)

(cf. 0500 - Accountability)

(cf. 3555 - Nutrition Program Compliance)

The Superintendent or designee shall assess the implementation and effectiveness of this policy at least once every three years. (42 USC 1758b; 7 CFR 210.31)

The assessment shall include the extent to which district schools are in compliance with this policy, the extent to which this policy compares to model wellness policies available from the U.S. Department of Agriculture, and a description of the progress made in attaining the goals of the wellness policy. (42 USC 1758b)

The Superintendent or designee shall invite feedback on district and school wellness activities from food service personnel, school administrators, the wellness council, parents/guardians, students, teachers, before- and after-school program staff, and/or other appropriate persons.

The Board and the Superintendent or designee shall establish indicators that will be used to measure the implementation and effectiveness of the district activities related to student wellness. Such indicators may include, but are not limited to:

1. Descriptions of the district's nutrition education, physical education, and health education curricula and the extent to which they align with state academic content standards and legal requirements
2. An analysis of the nutritional content of school meals and snacks served in all district programs, based on a sample of menus and production records
3. Student participation rates in all school meal and/or snack programs, including the number of students enrolled in the free and reduced-price meals program compared to the number of students eligible for that program
4. Extent to which foods and beverages sold on campus outside the food services program, such as through vending machines, student stores, or fundraisers, comply with nutrition standards

5. Extent to which other foods and beverages that are available on campus during the school day, such as foods and beverages for classroom parties, school celebrations, and rewards/incentives, comply with nutrition standards
6. Results of the state's physical fitness test at applicable grade levels
7. Number of minutes of physical education offered at each grade span, and the estimated percentage of class time spent in moderate to vigorous physical activity
8. A description of district efforts to provide additional opportunities for physical activity outside of the physical education program
9. A description of other districtwide or school-based wellness activities offered, including the number of sites and/or students participating, as appropriate

As feasible, the assessment report may include a comparison of results across multiple years, a comparison of district data with county, statewide, or national data, and/or a comparison of wellness data with other student outcomes such as academic indicators or student discipline rates.

In addition, the Superintendent or designee shall prepare and maintain the proper documentation and records needed for the administrative review of the district's wellness policy conducted by the California Department of Education (CDE) every three years.

The assessment results of both the district and state evaluations shall be submitted to the Board for the purposes of evaluating policy and practice, recognizing accomplishments, and making policy adjustments as needed to focus district resources and efforts on actions that are most likely to make a positive impact on student health and achievement.

Notifications

The Superintendent or designee shall inform the public about the content and implementation of the district's wellness policy and shall make the policy, and any updates to the policy, available the public on an annual basis. He/she shall also inform the public of the district's progress towards meeting the goals of the wellness policy, including the availability of the triennial district assessment. (Education Code 49432; 42 USC 1758b; 7 CFR 210.31)

(cf. 5145.6 - Parental Notifications)

The Superintendent or designee shall distribute this information through the most effective methods of communication, including district or school newsletters, handouts, parent/guardian meetings, district and school web sites, and other communications. Outreach to parents/guardians shall emphasize the relationship between student health and wellness and academic performance.

(cf. 1100 - Communication with the Public)
(cf. 1112 - Media Relations)
(cf. 1113 - District and School Web Sites)
(cf. 1114 - District-Sponsored Social Media)
(cf. 6020 - Parent Involvement)

Each school may post a summary of nutrition and physical activity laws and regulations prepared by the CDE.

Records

The Superintendent or designee shall retain records that document compliance with 7 CFR 210.31, including, but not limited to, the written student wellness policy, documentation of the triennial assessment of the wellness policy for each school site, and documentation demonstrating compliance with the community involvement requirements, including requirements to make the policy and assessment results available to the public. (7 CFR 210.31)

Legal Reference:

EDUCATION CODE

33350-33354 CDE responsibilities re: physical education
38086 Free fresh drinking water
49430-49434 Pupil Nutrition, Health, and Achievement Act of 2001
49490-49494 School breakfast and lunch programs
49500-49505 School meals
49510-49520 Nutrition
49530-49536 Child Nutrition Act
49540-49546 Child care food program
49547-49548.3 Comprehensive nutrition services
49550-49562 Meals for needy students
49565-49565.8 California Fresh Start pilot program
49570 National School Lunch Act
51210 Course of study, grades 1-6
51210.1-51210.2 Physical education, grades 1-6
51210.4 Nutrition education
51220 Course of study, grades 7-12
51222 Physical education
51223 Physical education, elementary schools
51795-51798 School instructional gardens
51880-51921 Comprehensive health education
CODE OF REGULATIONS, TITLE 5
15500-15501 Food sales by student organizations
15510 Mandatory meals for needy students
15530-15535 Nutrition education

15550-15565 School lunch and breakfast programs
UNITED STATES CODE, TITLE 42
1751-1769j National School Lunch Program, especially:
1758b Local wellness policy
1771-1793 Child Nutrition Act, especially:
1773 School Breakfast Program
1779 Rules and regulations, Child Nutrition Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.1-210.33 National School Lunch Program, especially:
210.31 Wellness policy
220.1-220.22 National School Breakfast Program
COURT DECISIONS
Frazer v. Dixon Unified School District, (1993) 18 Cal.App.4th 781

Management Resources:

CSBA PUBLICATIONS

Integrating Physical Activity into the School Day, Governance Brief, April 2016
Increasing Access to Drinking Water in Schools, Policy Brief, April 2013
Monitoring for Success: A Guide for Assessing and Strengthening Student Wellness Policies, rev. 2012
Nutrition Standards for Schools: Implications for Student Wellness, Policy Brief, rev. April 2012
Student Wellness: A Healthy Food and Physical Activity Policy Resource Guide, rev. 2012
Physical Activity and Physical Education in California Schools, Research Brief, April 2010
Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009
Safe Routes to School: Program and Policy Strategies for School Districts, Policy Brief, 2009
Physical Education and California Schools, Policy Brief, rev. October 2007
School-Based Marketing of Foods and Beverages: Policy Implications for School Boards, Policy Brief, March 2006

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Physical Education Framework for California Public Schools, Kindergarten Through Grade Twelve, 2009

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CALIFORNIA PROJECT LEAN PUBLICATIONS

Policy in Action: A Guide to Implementing Your Local School Wellness Policy, October 2006

CENTER FOR COLLABORATIVE SOLUTIONS

Changing Lives, Saving Lives: A Step-by-Step Guide to Developing Exemplary Practices in Healthy Eating, Physical Activity and Food Security in Afterschool Programs, January 2015

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Health Index for Physical Activity and Healthy Eating: A Self-Assessment and Planning Guide, rev. 2012

FEDERAL REGISTER

Rules and Regulations, July 29, 2016, Vol. 81, Number 146, pages 50151-50170

NATIONAL ASSOCIATION OF STATE BOARDS OF EDUCATION PUBLICATIONS

Fit, Healthy and Ready to Learn, rev. 2012

U.S. DEPARTMENT OF AGRICULTURE PUBLICATIONS

Dietary Guidelines for Americans, 2016

WEB SITES

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

Action for Healthy Kids: <http://www.actionforhealthykids.org>

Alliance for a Healthier Generation: <http://www.healthiergeneration.org>

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

California Department of Public Health: <http://www.cdph.ca.gov>

California Healthy Kids Resource Center: <http://www.californiahealthykids.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>

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

Center for Collaborative Solutions: <http://www.ccscenter.org>

Centers for Disease Control and Prevention: <http://www.cdc.gov>

Dairy Council of California: <http://www.dairycouncilofca.org>

National Alliance for Nutrition and Activity: <http://www.cspinet.org/nutritionpolicy/nana.html>

National Association of State Boards of Education: <http://www.nasbe.org>

School Nutrition Association: <http://www.schoolnutrition.org>

Society for Nutrition Education: <http://www.sne.org>

U.S. Department of Agriculture, Food Nutrition Service, wellness policy:

<http://www.fns.usda.gov/tn/Healthy/wellnesspolicy.html>

U.S. Department of Agriculture, Healthy Meals Resource System:

<http://healthymeals.fns.usda.gov>

BUCKEYE UNION SCHOOL DISTRICT

ADOPTED:

EL DORADO HILLS, CALIFORNIA