PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION

BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
Sudds Roofing	3342 Pat Davis Dr	831-373-7212
SCHOOL DISTRICT	**COUNTY**	**APPLICATION NO.**
Chular Union	Monterey Co	2026-0001

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).*	
B. ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSDS (including yours, if applicable).*
C. ☒ *is* ***not*** *Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part **after** selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE #1	ALTERNATE #2	ALTERNATE #3 OR BASE BID B	ALTERNATE #4 OR BASE BID C	ALTERNATE #5 (Modernization or Reconstruction Only)
A. Prime Bidder, *if DVBE (own participation)*	$	$	$	$	$	$
B. DVBE Subcontractor or Supplier	Elevating Sales Corp 40%	Elevating Sales Corp 40%	Elevating Sales Corp 40%			
1.	24,275.00	$ 5,245.00	$ 300.00			
2.						
3.						
4.						
C. Subtotal (A & B)	24,275.00	$ 5,245.00	$ 300.00			
D. Non-DVBE	582,595	$ 125,880.00	7,140.00			
E. Total Bid	606,870.00	$ 131,125.00	7,440.00			

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: Elevating Sales Corp. DVBE Ref. Number: 1785259

Description (materials/supplies/services/equipment proposed): Construction Related Materials and Logistics

Solicitation/Contract Number: 2026-0001 SCPRS Ref. Number: (FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☑ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign):**

Lawrence M. Spazfaumo		02/06/2026
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
		02/06/2026
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: (Print or Type Name)
(If more than one firm, list on extra sheets.)

Firm/Principal Phone: 714-404-2023 Address: 331 Brea Hills Ave., Brea, CA 92823

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☑ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign):**

Lawrence M. Spazfaumo		02/06/2026
(Printed Name)	(Signature)	(Date Signed)

331 Brea Hills Ave., Brea, CA 92823	714-404-2023	45-5519767
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign):**

		02/06/2026
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

Page ___ of ___

PRINT CLEAR

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS

To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). OSDS provides assistance locating DVBE's at https://caleprocure.ca.gov/pages/PublicSearch/suppliersearch.aspx	(916) 375-4940		
3. DVBE Organizations (*List*):			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART III – DVBE SOLICITATIONS *List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.*

IF THE DVBE.....	THEN.....	AND.....
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Prime Bidder Certification	Include a copy of their DVBE letter from OSDS.
Was **not** selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED *This section must be completed*	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____ certify that I am the bidder's Chief Executive Officer and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of Section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE

DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq.* and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Saudder Roofing
Name of Contractor

Signature

Peter H. Saudder
Print Name

2/5/24
Date

CARB COMPLIANCE DECLARATION

To Be Executed by Bidder and
Submitted (including attachments) Prior to Award of Contract

Owner: Chualar Union School District
Contract: Reroofing Project, Chualar Elementary School, 24285 Lincoln Street, Chualar, CA 93925

Background

CALIFORNIA AIR RESOURCES BOARD ("CARB") https://ww2.arb.ca.gov/

For any project awarded on or after January 1, 2024, Public Works Awarding Bodies are required to obtain valid CARB **Certificates of Reported Compliance ("CRC")** from all contractors and listed subcontractors before awarding the contract for the project. The Public Works Awarding Body will be required to retain CRCs for three years after the project is complete, and the CRCs are subject to CARB review upon five calendar days' notice.

The Regulations apply to all "Public Works Awarding Bodies," which phrase is broadly defined as "any public agency (state, county, city, school district, community college district, water district, sanitation district, transit district, etc.), or official thereof, in the state of California, that awards or enters into a contract for the erection, construction, alteration, repair, removal, or improvement of any public structure, building, road, or other public lands, property, or improvement of any kind."

The bidder must fully execute this document and submit it, including the required attachments, prior to award of the contract for the above-captioned contract for the project. The bidder must attach the CRCs for the bidder and all of its subcontractors to this document.

The ARB Diesel Off-Road Online Reporting System (DOORS) reporting system is where the bidder and its subcontractors are able to obtain their CRCs: DOORS (ca.gov). There is also an additional website that provides them with more information on the regulation along with FAQs and user guides. The website for the "Off-Road Zone" is https://ww2.arb.ca.gov/our-work/programs/truckstop-resources/road-zone.

If any questions, please call the DOORS Hotline at 877-593-6677 or email <doors@arb.ca.gov. Please note that at this time DOORS staff has limited access to documents received via mail and fax is unavailable.

Fact Sheet: Contracting Requirements | California Air Resources Board
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements

Fact Sheet: Renewable Diesel Fuel Requirements | California Air Resources Board
https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-renewable-diesel-fuel-requirements

Fact Sheet: Added Vehicle Restrictions and Tier Phase-Out Requirements | California Air Resources Board https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-added-vehicle-restrictions-and-tier-phase-out-requirements

Declaration

I, Peter Scudder *[name of declarant]*, declare that I am the COTB *[title]* of Scudder Roofing *[name of bidding contractor]*, the entity making and submitting a bid for the above contract for the project; that all CRCs for Scudder Roofing *[name of bidding contractor]* , and for all of its listed subcontractors on the above contract, are attached to this declaration; that all of the attached CRCs are current and valid; and that the attached CRCs will allow the Owner to comply with the applicable CARB requirements in connection with the contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on 2/5, 2026 at Marina *[city]*, CA. *[state]*.

Date: 2/5/26

Signature

Print Name: Peter H. Scudder

Print Title: Chair of the Board

Public Contract Code sections 2202-2208

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:
Department of General Services Procurement Division Iran Contracting Act List
(https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses#@ViewBag.JumpTo)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
Scudder Roofing Co.	94-2490-6312
By (Authorized Signature)	Date
	2-5-2026
Printed Name and Title of Person Signing	
Peter H. Scudder Board Chair	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

CA

DIR State of California Department of Industrial Relations EST. 1927

Knowledge Log in

Public Works

Register

Home > Customer Account Lookup >

1000010044 - SCUDDER ROOFING & SCUDDER SUN ENERGY

1000010044 - SCUDDER ROOFING & SCUDDER SUN ENERGY

Customer Account Lookup

PWCR

1000010044

Contractor Status

DIR Approved

CSLB

445118

Business Phone

8313841500

Ext

Mailing Address - Zip

93933

Mailing Address - Country

United States

Physical Address

Physical Address - City

Physical Address - State

Physical Address - Zip

Physical Address - Country

Related Lists

Registration Dates (9)

Terms & Conditions

Privacy Policy

Disclaimer

Nondiscrimination Notice

Accessibility

dir.ca.gov

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Chualar Union School District

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA

PROPOSAL FORM

Thank you for your interest in proposing on this project.
Please fill out, sign and return this form as your proposal
along with any requested attachments.

Due on or before: Wednesday, February 11, 2026
by end of business day (5:00 p.m.)
Email your proposal or questions to: yle@chualarusd.org

Project Name: Emergency Backup Generator Installation for Walk-In Refrigerator & Freezer.

Work must be completed within 60 calendar days from issuance of fully signed contract

Description of Project: The scope, insurance requirements, schedule and liquidated damages shall be per the attached Form of Contract. Description of work is Exhibit A in the Form of Contract.

Note: The project scope, schedule, terms and conditions of the attached Form of Contract for this proposal apply to this proposal without exclusions or exceptions.
Prevailing wages apply.
Projects over $25k must include Payment Bond. A Performance Bond is also required.

By submitting a proposal, you are agreeing to enter into an agreement to perform the work as provided therein, including providing all certifications, proof of insurance, Payment and Performance Bonds if so indicated, within 5 working days of request.

Contact the District via the email above with any questions at least 3 working days prior to the proposal submission due date.

Do not fill out the proposed Contract. It is for reference only during this proposal period. If you are selected to do the work a contract will be forwarded to you for finalization.

BASE CONTRACT (In Dollars$) – Lump sum/Fixed Fee:

1	2	4	,	5	0	0	.	0	0
	Dollars							Cents	

The above amount includes all scope, labor, materials, taxes and other associated costs to complete and deliver the Services or Work as defined and described in this RFP and the Contract Package provided for this work. Price shall remain valid for 30 days.

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Print Name & Title	Legal Firm Name
Chris E. Jensen President	Jensco, Inc dba JM Electric
Communication Phone # - This Proposal: 831.422.7819	Signature:
Communication Email – This Proposal orr@jmelectric.com	Date: 02/11/26

License #:	DIR Reg. #:	License Classification – This Project
376938	1000000800	C-10

Designated Subcontractor List – You must provide the below information for **each subcontractor** who will perform work or labor or render service on this project in an amount **in excess of one-half of one percent (1/2 of 1%) of Base Contract proposed** as per Public Contract Code section 4100, et seq. No proposal will be accepted nor any contract or subcontract entered into without proof that the contractor and all subcontractors are registered with DIR. (*Labor Code §1773.2*)

Proposer Firm Name: _____ Copy page if more lines are needed.

Portion of Work	Subcontractor Name (%DVBE if Applicable)	City/State	CA License #	DIR Reg #
Tranching	Lewis & Tibbits	San Jose	281666	1000001181
Plumbing	Val's plumbing	Salinas	236164	1000002438

End of Proposal Form

Chuglar Union School District

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA

PROPOSAL FORM

Thank you for your interest in proposing on this project.
Please fill out, sign and return this form as your proposal
along with any requested attachments.

Due on or before: Wednesday, February 11, 2026
by end of business day (5:00 p.m.)
Email your proposal or questions to: yle@chualarusd.org

Project Name: Emergency Backup Generator Installation for Walk-In Refrigerator & Freezer.

Work must be completed within 60 calendar days from issuance of fully signed contract

Description of Project: The scope, insurance requirements, schedule and liquidated damages shall be per the attached Form of Contract. Description of work is Exhibit A in the Form of Contract.

Note: The project scope, schedule, terms and conditions of the attached Form of Contract for this proposal apply to this proposal without exclusions or exceptions.
Prevailing wages apply.
Projects over $25k must include Payment Bond. A Performance Bond is also required.

By submitting a proposal, you are agreeing to enter into an agreement to perform the work as provided therein, including providing all certifications, proof of insurance, Payment and Performance Bonds if so indicated, within 5 working days of request.

Contact the District via the email above with any questions at least 3 working days prior to the proposal submission due date.

Do not fill out the proposed Contract. It is for reference only during this proposal period. If you are selected to do the work a contract will be forwarded to you for finalization.

BASE CONTRACT (In Dollars$) – Lump sum/Fixed Fee:

8	4	,	9	9	8	.	0	0
Dollars							Cents	

The above amount includes all scope, labor, materials, taxes and other associated costs to complete and deliver the Services or Work as defined and described in this RFP and the Contract Package provided for this work. Price shall remain valid for 30 days.

Print Name & Title	Legal Firm Name
JON ROGERS, PRESIDENT	JAMES DAY CONSTRUCTION, INC. DBA COASTAL MOUNTAIN ELECTRIC
Communication Phone # - This Proposal: 707-994-0437	Signature:
Communication Email – This Proposal JONROGERS48@GMAIL.COM	Date: 2/11/26

License #:	DIR Reg. #:	License Classification – This Project
507105	1000008522	B, C-10

Designated Subcontractor List – You must provide the below information for **each subcontractor** who will perform work or labor or render service on this project in an amount **in excess of one-half of one percent (1/2 of 1%) of Base Contract proposed** as per Public Contract Code section 4100, et seq. No proposal will be accepted nor any contract or subcontract entered into without proof that the contractor and all subcontractors are registered with DIR. (*Labor Code §1773.2*)

Proposer Firm Name: JAMES DAY CONSTRUCTION, INC. Copy page if more lines are needed.

Portion of Work	Subcontractor Name (%DVBE if Applicable)	City/State	CA License #	DIR Reg #
	NO SUBS			

End of Proposal Form

Chualar Union School District

CONTRACT FOR REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES UNDER $75,000 AWARDED PURSUANT TO CUPCCAA

THIS CONTRACT is made and entered into as of the last date of signature hereto ("**Contract**"), by and between **TBD** ("**Contractor**") and **CHUALAR UNION SCHOOL DISTRICT** ("District"). Contractor and District may be referred to herein individually as a "**Party**" or collectively as the "**Parties**."

1. **Contract Price & Services.**

a. After the District has issued a Notice to Proceed or a fully executed Contract, the Contractor shall furnish to the District the repairs, maintenance or construction services identified below and as more fully described in **Exhibit A** attached hereto ("**Services**" or "**Work**") subject to the conditions below and for the price indicated below.

Project: Emergency Backup Generator Installation for the Nutrition Services Department.

("**Contract Price**"):

BASE CONTRACT (In Dollars$):

		,				.		
0	0		0	0	0		0	0
Dollars							Cents	

Allowance to _____ **[LIST SCOPE OF ALLOWANCE, IF APPLICABLE]**	$ _____ Dollars
Allowance to _____ **[LIST SCOPE OF ALLOWANCE, IF APPLICABLE]**	$ _____ Dollars
Contract Price	**$ "Awarded_Total"** Dollars

b. Allowances: If this Contract includes allowances, an allowance is a value added to the Base Contract amount for scope items defined by the district. **Allowance items shall only be used by Contractor with the District's prior written permission**. Contractor shall use the change order provisions of this Contract to apply for the use of an Allowance item. All unused allowance values at the end of the Project shall be retained by the District.

1. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions to Contract ("**Terms and Conditions**") attached hereto.

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2. **Site and Work Time/Noise.** Contractor shall perform the Work at 24285 Lincoln Street, Chualar, CA 93925. The "**Project**" is the scope of Work performed at the Site. Construction work is limited to weekdays between the hours from 8:00 a.m. to 5:00 p.m. Exceptions shall only be granted by written permission from the District Representative at least 48 hours in advance.

3. **Site Access and Security**. In addition to any requirements herein, Contractors' representatives driving motor vehicles on school grounds must use extreme caution during the times when school is in session or when children are on the playground. Drivers entering school premises when school is not in session will lock any gate or door to which they have access both when entering and/or leaving grounds. Any unusual Condition noted by drivers such as gates or doors found unlocked and/or opened, evidence of vandalism, etc., must be reported to the District Representative immediately.

4. **Contract Time & Liquidated Damages.** Work shall be completed by or before _____ ("**Contract Time**"). Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of **$150.00** per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.

5. **Bonds & Insurance.**

   a. **Payment Bond & Performance Bond:**
   ☐ **IS NOT REQUIRED – PROJECT SIZE IS DETERMINED TO BE BELOW $25K**

   ☒ **IS REQUIRED:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District. The District reserves to waive this requirement in writing at its sole discretion and negotiate a deduction of the cost from the base proposal in the event the Contract Price is below $25,000.

   b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability, with Products and Completed Operations Coverage	$1,000,000 each occurrence $2,000,000 aggregate
Automobile Liability, Any Auto, Combined Single Limit	$1,000,000 each occurrence $2,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	$1,000,000 each incident, disease

	$2,000,000 policy limit
~~**Sexual Abuse / Molestation**~~	~~$1,000,000 each incident~~ ~~$2,000,000 policy limit~~
Builder's Risk (Course of Construction)	N/A

DISTRICT MAY ADJUST THESE LIMITS AT THE DISTRICT'S SOLE DISCRETION BASED ON SIZE AND SCOPE OF THE CONTRACT.

Contractor shall provide the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified, and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as additionally insureds on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained, and the certificate(s) of insurance and endorsements have been provided to the District; provided, however, that the District reserves the right to reject an insurance policy(ies) if they do not conform with the above insurance requirements.

6. **Project Oversight.** The District representative for the Project is Yen Le, Business Manager. Contact Information: Desk: 831-679-2504 x 108; email: yle@chualarusd.org

7. ☐ **This box will be checked by the district if Federal Funding requirements apply.** If the Project is funded in whole or part by federal funding, including, without limitation, any funds from any component or iteration of the Elementary and Secondary School Emergency Relief ("**ESSER**") programs, Contractor acknowledges that this Project is subject to federal procurement/contracting requirements. Contractor agrees to fully comply with all federal requirements, including, without limitation, the federally required contract provisions attached hereto as **Exhibit C**.

8. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions attached hereto.

9. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

____ Proposal Form
____ Notice to Proceed
___ Terms and Conditions to Contract
____ Non Collusion Declaration
___ Certifications to be Completed by Contractor
___ Criminal Background Investigation Certification
___ Insurance Certificates and Endorsements
____ Performance Bond
____ Payment Bond
___ **Exhibit A** (Scope of Work & Specifications)
___ Map
____ Work Specifications
____ _____ [Other]
____ **Exhibit B** (Federal Procurement Provisions)

10. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District:	**Contractor:**
Chualar Union School District	"Contractor"
24285 Lincoln St., PO BOX 188,	"Contractor_address"
Chualar, CA 93925-0188	"Contractor_City_State_Zip"
Attn: Yen Le, Business Manager	Attn: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

	CHUALAR UNION SCHOOL DISTRICT
Contractor	**District**
Date	**Date**
Signature	**Signature**
	RUBEN PULIDO
Print Name	**Print Name**
	SUPERINTENDENT/PRINCIPAL
Print Title	**Print Title**
License #:	
DIR Registration #	

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

END OF AGREEMENT

Information regarding Contractor:

Type of Business Entity:	**Employer Identification Number or Social Security Number:**
____ Individual ____ Sole Proprietorship ____ Partnership ____ Limited Partnership ____ Corporation ____ Limited Liability Company ____ Other: _____	_____ *NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

Contractor representative for onsite work:

Name:	**Title:**	**Mobile:**

Email:

_____

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TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its bid/proposal and signing this Contract, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. CONSTRUCTION SCHEDULE / SUBCONTRACTOR LIST: Contractor shall provide the District a Construction Schedule for the Work and a Subcontractor List as indicated in this Contract. Both the Construction Schedule and Subcontractor List are subject to the District's approval.

4. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. All equipment onsite must be compliant with the California Air Resources Board (CARB) regulations as appropriate and certifications shall be available upon request.

5. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars ($10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

6. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates or otherwise breaches any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

7. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

8. CHANGE IN SCOPE OF WORK:

8.1. No Change Without Authorization: Any change in the scope of the Work, method of performance, nature of materials or price thereof, the time for performance, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by the District unless that change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District.

8.2. District Right to Request Changes: Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. The District may accomplish any of the foregoing, in its discretion, by issuing a unilateral change order.

8.3. Proposed Change Order:

8.3.1. **Submission / Time to Submit**: Contractor may seek an adjustment to the Contract Time or Contract Price only by submitting a proposed change

order to the District within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District.

8.3.2. **Content of Proposed Change Order**: Contractor and subcontractors shall include the following in any proposed change order:

8.3.2.1. Labor: Labor breakdown by trade classification, wage rates, and estimated hours. Wages shall not exceed current prevailing wages in the locality for performance of the changes. The Contractor's or subcontractors' (including second-tier subcontractors') labor burden and Workers' Compensation premium shall only be charged at 20% of the total charge for labor costs. In no event shall Contractor include any other charges than as indicated herein without the District's prior written approval.

8.3.2.2. Material: Material quantities, and types of products, and transportation costs, if applicable.

8.3.2.3. Equipment: Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable. The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, or weekly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the proposed change order.

8.3.2.4. Mark-Up for Overhead and Profit: Mark-up for overhead and profit in a proposed change order shall be calculated as follows:

8.3.2.4.1. **Subcontractor-Performed Work**: Subcontractors shall be entitled to a total cumulative mark-up for overhead and profit of 8% on the total of Labor (including labor burden and Workers' Compensation premium), Material, and Equipment **only** for both the subcontractor and the subcontractor's subcontractor(s) (e.g., all "lower-tier" subcontractors) performed Work. Contractor shall be entitled to a 6% mark-up on the same items, **excluding subcontractor's mark-up for overhead and profit**.

8.3.2.4.2. **Contractor-Performed Work**: Contractor shall be entitled to a mark-up for overhead and profit of 6% of the total of the Labor (including labor burden and Workers' Compensation premium), Material, and Equipment for Contractor performed Work.

8.3.3. **Contract Time**: Any request for an adjustment to the Contract Time must be supported by a time impact analysis identifying critical schedule activities delayed by an event beyond the Contractor's reasonable control.

8.4. Determination of Change Order Cost: The District shall use any reasonable means to calculate the cost of a change order in its sole discretion, including, without limitation: the acceptance of a proposed change order; agreement between the District and Contractor; and, the actual and necessary costs incurred by Contractor based on cost records produced to the District and based on the District's reasonable evaluation of the Work and market research.

8.5. Contractor Obligation to Substantiate: Contractor agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. If Contractor fails to reasonably substantiate any requested change in the scope of work, or Contractor fails to timely cooperate with the District to provide substantiation for the costs of any change order, Contractor waives any claim for additional compensation. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work.

8.6. Waiver: If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension. Contractor waives any claim for additional compensation for any change in the scope of work if Contractor performs the work without written approval of the District.

9. TRENCH SHORING: If this Contract is in excess of $25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

10. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet,

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

11. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

12. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.

13. DRUG-FREE / TOBACCO FREE / SMOKE FREE POLICY: No drugs, alcohol, tobacco, and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites.

14. FINGERPRINTING: Contractor shall comply with and provide to the District a fully executed Criminal Background Investigation /Fingerprinting Certification, attached hereto, prior to mobilizing at the Site.

15. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the standard of care required herein. If Contractor fails to correct any those errors, the District reserves the right to deduct the value of the work from any payment(s) owed to Contractor, or to perform the work itself and deduct from any payment(s) owed to contractor the cost to perform the work.

16. FAILURE TO PERFORM. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents, or is otherwise failing to perform any provisions of this Contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor shall be liable to the District for any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

17. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

18. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site to monitor the use of equipment and the quality of workmanship.

19. PERSONNEL: Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District

may require Contractor to permanently remove noncomplying persons from Project Site

20. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition. Onsite trash bins shall not be used.

21. ACCESS TO WORK: District representatives shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury. Contractor shall provide stormwater control protections, hazardous materials controls, air quality controls and comply with those and similar regulations.

23. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

24. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

25. OCCUPANCY: There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District reserves the right to occupy buildings at any time before formal Contract completion and that occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall that occupancy extend the date specified for completion of the Work.

26. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, pandemic, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor. Any delay associated with Covid-19, or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the Work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.

27. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("**the indemnified parties**") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

28. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or Services performed under the Contract as of the date of submission ("**Application for Payment**"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the total Contract Price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor;

(7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover or withhold from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to recover those sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

29. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

30. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

31. ANTI-DISCRIMINATION: It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

32. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

33. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written acceptance of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

34. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom. Any fines levied resulting from Contractor's or Contractor's personnel or subcontractors actions or lack thereof shall be the responsibility of the Contractor.

36. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

36.1. Claim. The term "**Claim**" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

36.1.1. An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.1.2. Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or

36.1.3. Payment of an amount that is disputed by the District.

36.2. Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a change order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto.

36.3. Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit.

36.4. Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a change order, unless such claim was previously submitted to the District as a request for a change order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

36.5. District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an

agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

36.6. Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

36.7. Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

36.8. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

36.9. Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

36.10. Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

37. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than $1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

37.1. The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

37.2. District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid or propose on, be listed in a bid or proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.

37.3. Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.

37.4. Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.

37.5. Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000).

37.6. Copies of the prevailing rate of per diem wages are on file with the District.

37.7. Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss

of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for preemployment activities.

38. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

39. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

40. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

41. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

42. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

43. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

46. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

THE UNDERSIGNED MUST CHECK *ONE OR MORE BOXES IN EACH SECTION* AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- He/she is a representative of the Contractor,
- He/she is familiar with the facts herein certified and acknowledged,
- He/she is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement he/she is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(A) The dangers of drug abuse in the workplace.

(B) The person's or organization's policy of maintaining a drug-free workplace.

(C) Any available drug counseling, rehabilitation, and employee assistance programs.

(D) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.

(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("**New Hazardous Material**"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law

I acknowledge and certify under penalty of perjury that this certification provides notice to the Contractor that:

(1) The Contractor's work may disturb lead-containing building materials.

(2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

☐ **Lead as a Health Hazard.** Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All

school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("**DHS**") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("**OSHA**") and the California Division of Occupational Safety and Health ("**Cal/OSHA**") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;
b. Removal or encapsulation of materials containing lead;
c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
d. Installation of products containing lead;
e. Lead contamination/emergency cleanup;
f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) **Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act**

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

(iii)**Contractor's Liability**

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("**Fill**") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("**CEQA**"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty-one thousand dollars ($21,000) or less.

For all other Projects complete this section:

☐ By signature below I certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

And CHECK ONLY 1 of the following 2 options:

☐ By signature below I certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

OR

☐ By signature below I certify that I have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Firm Name	Address
	City/State/Zip
Address of branch office used for this Project if applicable	City/State/Zip of branch office
If subsidiary, name of parent company	Address of parent company
	City/State/Zip of parent company

☐ **CARB CA Air Resources Board Compliance:** I hereby certify that any in-use off-road diesel-fueled fleet, inclusive of rented, owned or sub-contractor provided, shall at all times be in compliance with CARB regulations and that Certificates of Reported Compliance shall be provided to the District and be available onsite for inspection.

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 (https://www.whitehouse.gov/briefing-

room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions).

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here is constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date	**Proper Name of Contractor**
Signed	**Print Name / Title**

END OF CONTRACTOR CERTIFICATIONS

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Contractor has taken *at least one* of the following actions (**check all that apply**):

   ☐ **All Workers Fingerprinted.** The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

   ☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or

   ☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:
   Name: _____ **Title:** _____

   ☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

Contractor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____	_____
Date	**Proper Name of Contractor**
_____	_____
Signed	**Print Name / Title**

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the _____("District") and

_____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: "**Project-Name**" ("**Project**" or "**Contract**")
which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, the Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____
("Surety") are held and firmly bound unto the District in the penal sum of: $_____Dollars, lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the

terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

Surety's Representative / Legal Counsel

_____

Attention

_____

Direct Telephone Number

_____

Email Address

_____

Mailing Address

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 20_____.

Principal	**Surety**
_____ (Name of Principal)	_____ (Name of Surety)
_____ (Signature of Person with Authority)	_____ (Signature of Person with Authority)
_____ (Print Name)	_____ (Print Name)
	_____ (Name of California Agent of Surety)
	_____ (Address of California Agent of Surety)
	_____ (Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **CHUALAR UNION SCHOOL DISTRICT**, ("District") and _____,("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project: _____which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and
_____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ _____Dollars, lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

Surety's Representative / Legal Counsel

_____

Attention

_____

Direct Telephone Number

_____

Email Address

_____

Mailing Address

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on _____, 20_____.

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

EXHIBIT A

DESCRIPTION OF WORK

A. The Work consists of any and all labor, materials, goods, supplies, equipment, tools, utilities, temporary facilities, transportation, delivery services, and other services and things of any nature whatsoever as are expressly and impliedly necessary to fully and satisfactorily complete the Project: (i) in strict accordance with the Contract Documents; and (ii) within the Contract Time and not later than the Required Completion Date specified in the Project Schedule. The Work consists generally of the following:

The contractor shall be responsible for installation of an Owner Furnished Contractor Installed emergency backup Generac generator for the School Walk-In Refrigerator & Freezer, inclusive of all elements stipulated in the proposal specifications and drawings.

The District purchased a Generac industrial gaseous engine-driven generator, included in this RFP.

The District obtained the permit from the Monterey Bay Air Resources District.

B. The Project Site: Chualar School – Walk-In Refrigerator
24285 Lincoln Street
Chualar, CA 93925

END OF EXHIBIT A

[DELETE the body and AND INSERT an "X" for "RESERVED" IF NOT APPLICABLE]

EXHIBIT B
FEDERAL CONTRACTING PROVISIONS

☒ **RESERVED – NOT APPLICABLE**

END OF EXHIBIT B

TENTATIVE AGREEMENT BETWEEN
CHUALAR UNION SCHOOL DISTRICT
AND
CHUALAR TEACHERS ASSOCIATION

January 21, 2026

The Chualar Teachers Association (CTA) and the Chualar Union School District (District) agree to resolve the following terms and conditions for the 2025-2026 school year:

1. Except as expressly provided herein, all provisions of the current collective bargaining agreement continue without modification.

2. Effective July 1, 2025, the District shall provide a two (2) percent increase on the salary schedule. (Revised Salary Schedule Attached.)

   The above salary schedule increase is contingent on CTA's agreement to move from the status quo of Self-Insured Schools of California (SISC) composite plan to California Valued Trust (CVT) four-tiered plan starting in the 2026-2027 school year. The District's maximum contribution will remain status quo and not to exceed $26,458.80, per member, per year.

3. When a teacher is required to take additional students in his or her own classroom due to a lack of substitute for an absent teacher, the teacher will be compensated $3 per hour per student, per day with a maximum of $15 per student per day. The District will make efforts to distribute the students equally among classrooms of the same or similar ages. Time submitted up to 15 minutes will be rounded to 15 minutes; time submitted from 16-30 minutes will be rounded to 30 minutes; time submitted from 31-45 will be rounded to 45 minutes; and time submitted from 46-60 minutes will be rounded to one hour.

4. Wherever possible, the District will make reasonable efforts to ensure that any necessary changes in teaching assignment will be made no more than two (2) grade-level changes (e.g. 1st to 3rd, 3rd to 5th, etc.). In the event there is a need to move a member more than two grade levels, the District will first solicit volunteers. If there are not enough volunteers, the District will meet with and move members in the following order:

   1. Temporary teachers
   2. Probationary teachers
   3. Permanent teachers who have never been transferred/reassigned
   4. Permanent teachers

   If a teacher does not wish to accept their assignment, they have the right to appeal and have a meeting with the administration, after which the administration will issue a final decision.

5. Should a certificated staff member's employment terminate for any reason during the school year or following the last day of the school year and before the first day of paid service in the ensuing school year, all benefits provided shall be terminated on the last day of the month of the bargaining unit member's last day of paid service. The employee shall be allowed to pay for insurance coverage through October of the ensuing school year Thereafter, the employee may be eligible for COBRA.

6. The District and CTA have agreed that the evaluation forms used for the 2024-2025 school year will be used for evaluations going forward as previously agreed to on May 16, 2025.

7. The District and CTA have agreed that that the Parent Teacher Association participation shall be capped at no more than three (3) hours a month for one certificated teacher representative to be used for meetings, agenda preparation, planning, and accounting purposes for the 2025-2026 school year only. After the 2025-2026 school year, Article 4.12 will be written as follows:

   An Hourly Rate of $50 will be paid when SSTs, IEPs, and interviews are scheduled after school hours, for Kinder Registration, Saturday Academy, ASES, K-1, After School Intervention, ELOP, Summer School, Spelling Bee, approved clubs and District mandated committees. Parent Teacher Associations do not qualify as a club or committee under this Article. Any other hours paid at the Hourly Rate must be approved by the Superintendent before the work is performed.

8. The Parties agree to extend the term of the contract to June 30, 2026.

FOR THE DISTRICT

FOR CTA

Article IV
Wages

Effective July 1, 2025, the District shall provide a two (2) percent increase on the salary schedule. (Revised Salary Schedule Attached.)

The above salary schedule increase is contingent on CTA's agreement to move from the status quo Self-Insured Schools of California (SISC) composite plan to the California Valued Trust (CVT) four-tiered plan starting in the 2026-2027 school year. The District's maximum contribution will remain status quo and not exceed $26,458.80 per member, per year.

Article IV
Wages

4.6 ~~Effective October 1, 2023, w~~When a teacher is required to take additional students in his or her own classroom due to a lack of substitute for an absent teacher, the teacher will be compensated $3 per hour per student, per day with a maximum of $15 per student per day. The District will make efforts to distribute the students equally among classrooms of the same or similar ages. Time submitted up to 15 minutes will be rounded to 15 minutes; time submitted from 16-30 minutes will be rounded to 30 minutes; time submitted from 31-45 will be rounded to 45 minutes; and time submitted from 46-60 minutes will be rounded to one hour.

Article IV
Wages

The District and CTA have agreed that that the Parent Teacher Association participation shall be capped at no more than three (3) hours a month for one certificated teacher representative to be used for meetings, agenda preparation, planning, and accounting purposes for the 2025-2026 school year only. After the 2025-2026 school year, Article 4.12 will be written as follows:

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Article V
Health and Welfare Benefits

5.2 Should a certificated staff member's employment terminate for any reason during the school year or following the last day of the school year and before the first day, of paid service in the ensuing school year, all benefits provided shall be terminated on the last ~~first~~ day of the month of ~~following~~ the bargaining unit member's last day of paid service. The employee shall be allowed to pay for insurance coverage through October of the ensuing school year. Thereafter, the employee may be eligible for COBRA.

Article IX
Job Policy

9.3 Wherever possible, the District will make reasonable efforts to ensure that ~~A~~any necessary changes in teaching assignment will be made no more than two (2) grade-level changes (e.g. 1st to 3rd, 3rd to 5th, etc.). In the event there is a need to move a member more than two grade levels, the District will first solicit volunteers. If there are not enough volunteers, the District will meet with and move members in the following order:

1. Temporary teachers
2. Probationary teachers
3. Permanent teachers who have never been transferred/reassigned
4. Permanent teacher

If a teacher does not wish to accept their ~~his/her~~ assignment, they ~~he/she~~ have ~~has~~ the right to appeal and have a ~~hearing~~ meeting with the administration ~~and/or board~~, after which the administration will issue a final decision.~~.~~

Chualar Union School District

CTA Salary Schedule 2025-2026

Reflects 2% Increase

Effective July 1, 2025

	BA	BA+15	BA+30	BA+45	BA+60	MA BA+75
STEP	1	2	3	4	5	6
1	$49,143.84	$50,617.38	$52,136.52	$53,701.23	$55,310.33	$56,970.86
2	$51,109.36	$52,641.34	$54,221.24	$55,849.04	$57,523.58	$59,249.55
3	$53,153.16	$54,747.08	$56,387.75	$58,080.99	$59,823.31	$61,619.39
4	$55,278.78	$56,936.97	$58,645.40	$60,405.26	$62,217.70	$64,082.72
5	$57,489.69	$59,214.50	$60,991.87	$62,820.67	$64,705.56	$66,647.70
6			$63,433.00	$65,335.42	$67,296.26	$69,313.20
7			$65,966.43	$67,944.81	$69,983.95	$72,081.52
8			$68,608.55	$70,666.39	$72,786.15	$74,969.04
9				$73,491.97	$75,695.88	$77,966.38
10				$76,432.07	$78,723.62	$81,087.61
11					$81,872.89	$84,329.20
12					$85,149.53	$87,702.83
13						$91,210.85
14						$94,859.10
15						$98,653.42

185-day work year

Units

College or University units earned following the granting of a Baccalaureate Degree will be counted for initial placement by the Superintendent at the appropriate step and colum on the salary schedule providing that these units are earned in subject matter areas which are determined by the Superintedent to be related to the field of elementary/middle school education.

Any teacher hired with less than the required preliminary/clear California Teaching Credential, as authorized by the Monterey County Office of Education, shall be paid at Step 1, Column 1, until a preliminary/clear teaching credential is attained. The teacher will then move to Step 2 beginning with the first, full school year of verification of attainment of the preliminary/clear teaching credential. Emergency-type credentials less than a preliminary/clear shall be paid at Step 1, Column 1.

Experience

Initial placement will be given at the rate of (1) step for each year of verified previous teaching experience as determined by the Supertintedent, with a maxium placement on the fifth step.

CTA Approved

Board Approved: Pending

Chualar Union School District And
Senior Management/Confidential/Unrepresented Agreement

February 11, 2026

The Chualar Union School District and Senior Management/Confidential/Unrepresented employees, hereby agree to the following to close meet and confer discussion for the 2025-2026 fiscal year. This agreement shall be in effect from July 1, 2025 until June 30, 2026.

1. **Pay and Allowances:**

Effective July 1, 2025, the base rate of pay for each Management/Confidential/Unrepresented employee shall be increased by 2%.

Ruben Pulido – Superintendent/Principal

Francisco Delgadillo – Accounting Technician

Jacqueline Ramos – ASES, ELO-P Coordinator

Martha Eva Contreras – Administrative Assistant

Tina Torrez – Human Resources Coordinator

Tina Vasquez – Testing Coordinator

William Smith – Nutrition Services Coordinator

Yen Le – Business Manager

Row	Column	Salary Rate	Description
A	1	27.45	Testing Coordinator
A	2	28.82	
A	3	30.27	
A	4	31.78	
A	5	33.37	
B	1	30.16	Admin Assistant
B	2	31.67	
B	3	33.24	
B	4	34.9	
B	5	36.65	
B	6	38.49	
C	1	31.43	Accouting Technician
C	2	32.99	
C	3	34.66	
C	4	36.41	
C	5	38.21	
C	6	40.11	

Row	Column	Salary Rate	Description
A	1	61,506.00	NS Coordinator
A	2	62,736.12	
A	3	65,245.57	
A	4	67,855.39	
A	5	70,569.61	
B	1	82,008.00	ASES/ELOP Coord
B	2	83,648.16	
B	3	86,994.09	
B	4	90,473.85	
B	5	94,113.21	
C	1	87,722.13	Business Manager
C	2	91,820.96	
C	3	96,124.60	
C	4	98,896.91	
C	5	105,390.95	
C	6	110,374.12	
C	7	115,605.50	
C	8	121,097.11	
D	1	57,687.12	HR Coordinator
D	2	60,514.56	
D	3	63,507.24	
D	4	66,683.52	
D	5	70,043.40	
D	6	73,513.44	

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINI
in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and

Name of School District:	Chualar Unior
Name of Bargaining Unit:	Chualar Teac
Certificated, Classified, Other:	Certi

The proposed agreement covers the period beginning:	July 1, 2025 (date)
The Governing Board will act upon this agreement on:	February 18, 2026 (date)

This form, along with a copy of the proposed agreement, should be submitted to the Cou the date the Governing Board will take action. **Please note that school districts with a pursuant to E.C. section 42131 must allow the COE at least ten (10) working days t agreement.**

A. Proposed Change in Compensation

	Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement 2025-26	Fiscal Column 2 Year Current Increase/ (Decrease) FY 2025-26
1	**Salary Schedule** (This is to include Step and Column, which is also reported separately in Item 6.)	$ 1,044,753	$ 1,065,648
			102.00%
2	**Other Compensation -** Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.	$ 8,250	$ 8,250
			100.00%
	Description of other compensation		
3	**Statutory Benefits -** STRS, PERS, FICA, WC, UI, Medicare, etc.	$ 239,353	$ 244,103
			101.984%
4	**Health/Welfare Plans**	$ 396,882	$ 396,882
			100.00%
5	**Total Compensation** - Add Items 1 thru 4	$ 1,689,238	$ 1,714,883
			101.518%
6	**Step and Column -** Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	$ 13,210	$ 13,210
7	**Total Number of Represented Employees** (Use FTEs if appropriate)	15.00	15.00
8	**Total Compensation Average Cost per Employee**	$ 112,616	$ 114,326
			101.518%

NG AGREEMENT
CCR, Title V, Section 15449

ı School District
hers Association
ficated

and ending:	June 30, 2026
	(date)

ınty Office at least 10 working days prior to
Qualified or Negative certification
o review and comment on any proposed

Impact of Proposed Agreement

Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2026-27	**Column 4** Multiyr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2027-28
$ 1,114,808	$ 1,141,692
52.82%	35.40%
$ 8,250	$ 8,250
2	3
$ 255,364	$ 261,522
52.82%	35.40%
$ 396,882	$ 396,882
50.00%	33.33%
$ 1,775,304	$ 1,808,346
52.15%	34.91%
$ 25,834	$ 26,884
15.00	15.00
$ 118,354	$ 120,556
52.15%	34.91%

9. What was the negotiated percentage increase approved? For example, if the increase in "Ye less than a full year, what is the annualized percentage of that increase for "Year 1"?

The District agreed to increase the Certificate salary by 2% on-going, effective 07/01/2025.

10. What was the negotiated percentage increase: On-Going [X] OR

11. Are there reopeners? Yes [ ] No [X]

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please expla

No.

13. Please include comments and explanations as necessary. (If more room is necessary, please additional sheet.)

The District attached the signed tentative agreement and updated salary schedule to this sub

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits?

If yes, please describe the cap amount.

$26,458.80

B. Proposed negotiated changes in noncompensation items (i.e., class size adjustments, staf days, teacher prep time, classified staffing ratios, etc.)

Yes, see below. Item #3, the District saves money when using new round up minutes calcula employee's health insurance for the month that employee works. Item #7, the District only p who participates PTA.

C. What are the specific impacts (positive or negative) on instructional and support progr accommodate the settlement? Include the impact of changes such as staff reductions or in program reductions or increases, elimination or expansion of other services or programs (i.e librarians, custodial staff, etc.)

ar 1" was for

One-Time ☐

in.)

attach an

mission.

Yes X No ☐

f development

tion. Item #5, the District only pays
ays three (3) hours for the teacher

rams to
ıcreases,
., counselors,

The District will eliminate three full-time Classified/Confidential positions: Business Servic
Technician, and Adminstrative Assistant.

ces Specialist, Computer Lab

D. What contingency language is included in the proposed agreement?

The salary schedule 2% increase is contingent on CTA's agreement to move from the status quo of of California composite plan to California Valued Trust four-tiered plan starting in the 2026-2027 s District's maximum contribution will remain status quo and not to exceed $26,458.80, per member,

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?
"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed i and other financing sources in a given year. If yes, explain the amounts and justification for doing

Yes, this agreement will increase deficit spending in the current and subsequent years. However, th 2.30% COLA and reduces expenditures from eliminating three full-time Classified positions.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

N/A

G. Source of Funding for Proposed Agreement:

1. Current Year

LCAP, EPA, Federal and Grants.

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funde subsequent years (i.e., what will allow the district to afford this contract)?

The District will use the LCAP, EPA, Federal and Grants to cover the ongoing cost of this agreeme

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fu obligations in subsequent years? (Remember to include compounding effects in meeting obliga

N/A

Self-Insured Schools
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Chualar Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Unrestricted (

Bargaining Unit: Chualar Teach(

	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	* Column 2 Adjustments as a Result of Settlement
UNRESTRICTED REVENUES		
LCFF Funding Sources (8010-8099)	$ 3,741,111	$ -
Remaining Revenues (8100-8799)	$ 237,065	$ -
TOTAL UNRESTRICTED REVENUES	$ 3,978,176	$ -
UNRESTRICTED EXPENDITURES		
Certificated Salaries (1000-1999)	$ 971,873	$ 16,125
Classified Salaries (2000-2999)	$ 995,380	$ -
Employee Benefits (3000-3999)	$ 1,205,050	$ 3,694
Books and Supplies (4000-4999)	$ 138,768	$ -
Services, Other Operating Expenses (5000-5999)	$ 424,335	$ -
Capital Outlay (6000-6599)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ 84,917	$ -
Direct Support/Indirect Cost (7300-7399)	$ (156,199)	$ -
Other Adjustments		
TOTAL UNRESTRICTED EXPENDITURES	$ 3,664,124	$ 19,819
OPERATING SURPLUS/(DEFICIT)	$ 314,051	$ (19,819)
Transfers In and Other Sources (8910-8979)	$ 65,171	$ -
Transfers Out and Other Uses (7610-7699)	$ 35,000	$ -
Contributions (8980-8999)	$ (687,412)	$ -
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	$ (343,190)	* $ (19,819)
UNRESTRICTED BEGINNING FUND BALANCE	$ 1,755,052	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURR YR UNRESTRICTED ENDING BALANCE	$ 1,411,862	$ (19,819)
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ 962,724	$ -
Reserve for Economic Uncertainties (9789)	$ 406,814	$ -
Unappropriated/Unappropriated Amounts (9790)	$ 42,324	$ (19,819)

G BUDGET

General Fund

ers Association

Column 3 Other Revisions	Column 4 otal Current Budget (Columns 1+2+3)
$ -	$ 3,741,111
$ -	$ 237,065
$ -	$ 3,978,176
$ -	$ 987,998
$ 16,530	$ 1,011,910
$ 5,975	$ 1,214,719
$ -	$ 138,768
$ -	$ 424,335
$ -	$ -
$ -	$ 84,917
$ -	$ (156,199)
$ 22,505	$ 3,706,448
$ (22,505)	$ 271,728
$ -	$ 65,171
$ -	$ 35,000
$ -	$ (687,412)
$ (22,505)	$ (385,514)
	$ 1,755,052
	$ -
$ (22,505)	$ 1,369,538
$ -	$ -
$ -	$ 962,724
$ -	$ 406,814
$ (22,505)	$ 0

* Please see question on page 7.		

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Restricted G

Bargaining Unit: Chualar Teach(

	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	* Column 2 Adjustments as a Result of Settlement
RESTRICTED REVENUES		
LCFF Funding Sources (8010-8099)	$ -	$ -
Remaining Revenues (8100-8799)	$ 1,322,814	$ -
TOTAL RESTRICTED REVENUES	$ 1,322,814	$ -
RESTRICTED EXPENDITURES		
Certificated Salaries (1000-1999)	$ 353,277	$ 4,770
Classified Salaries (2000-2999)	$ 269,133	$ -
Employee Benefits (3000-3999)	$ 416,743	$ 1,093
Books and Supplies (4000-4999)	$ 234,863	$ -
Services, Other Operating Expenses (5000-5999)	$ 829,591	$ -
Capital Outlay (6000-6599)	$ 65,341	$ -
Other Outgo (7100-7299) (7400-7499)	$ 480,170	$ -
Direct Support/Indirect Cost (7300-7399)	$ 142,553	$ -
Other Adjustments		
TOTAL RESTRICTED EXPENDITURES	$ 2,791,671	$ 5,862
OPERATING SURPLUS (DEFICIT)	$ (1,468,857)	$ (5,862)
Transfers In and Other Sources (8910-8979)	$ -	$ -
Transfers Out and Other Uses (7610-7699)	$ -	$ -
Contributions (8980-8999)	$ 687,412	$ -
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	$ (781,445)	* $ (5,862)
RESTRICTED BEGINNING FUND BALANCE	$ 1,716,208	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURR YR RESTRICTED ENDING BALANCE	$ 934,763	$ (5,862)
COMPONENTS OF ENDING FUND BALANCE:		
Restricted Amounts (9740)	$ 934,763	$ (5,862)

* Please see question on page 7.

G BUDGET

eneral Fund

ers Association

Column 3 Other Revisions	Column 4 otal Current Budget (Columns 1+2+3)
$ -	$ -
$ -	$ 1,322,814
$ -	$ 1,322,814
$ -	$ 358,047
$ 10,524	$ 279,657
$ 3,766	$ 421,601
$ -	$ 234,863
$ -	$ 829,591
$ -	$ 65,341
$ -	$ 480,170
$ -	$ 142,553
$ 14,290	$ 2,811,824
$ (14,290)	$ (1,489,010)
$ -	$ -
$ -	$ -
$ -	$ 687,412
$ (14,290)	$ (801,597)
	$ 1,716,208
	$ -
$ (14,290)	$ 914,610
$ (14,290)	$ 914,610

Chualar Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Combined G

Bargaining Unit: Chualar Teach(

	2 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	* Column 2 Adjustments as a Result of Settlement
REVENUES		
LCFF Funding Sources (8010-8099)	$ 3,741,111	$ -
Remaining Revenues (8100-8799)	$ 1,559,879	$ -
TOTAL REVENUES	$ 5,300,990	$ -
EXPENDITURES		
Certificated Salaries (1000-1999)	$ 1,325,150	$ 20,895
Classified Salaries (2000-2999)	$ 1,264,513	$ -
Employee Benefits (3000-3999)	$ 1,621,793	$ 4,786
Books and Supplies (4000-4999)	$ 373,632	$ -
Services, Other Operating Expenses (5000-5999)	$ 1,253,926	$ -
Capital Outlay (6000-6599)	$ 65,341	$ -
Other Outgo (7100-7299) (7400-7499)	$ 565,087	$ -
Direct Support/Indirect Cost (7300-7399)	$ (13,646)	$ -
Other Adjustments		
TOTAL EXPENDITURES	$ 6,455,795	$ 25,681
OPERATING SURPLUS (DEFICIT)	$ (1,154,805)	$ (25,681)
Transfer In and Other Sources (8910-8979)	$ 65,171	$ -
Transfers Out and Other Uses (7610-7699)	$ 35,000	$ -
Contributions (8980-8999)	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ (1,124,634)	* $ (25,681)
BEGINNING FUND BALANCE	$ 3,471,259	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURRENT YEAR ENDING FUND BALANCE	$ 2,346,625	$ (25,681)
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Restricted Amounts (9740)	$ 934,763	$ (5,862)
Committed/Assigned Amounts (9750-9780)	$ 962,724	$ -

G BUDGET

eneral Fund

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Column 3	Column 4
Other Revisions	otal Current Budget (Columns 1+2+3)
$ -	$ 3,741,111
$ -	$ 1,559,879
$ -	$ 5,300,990
$ -	$ 1,346,045
$ 27,054	$ 1,291,567
$ 9,741	$ 1,636,320
$ -	$ 373,632
$ -	$ 1,253,926
$ -	$ 65,341
$ -	$ 565,087
$ -	$ (13,646)
$ 36,795	$ 6,518,272
$ (36,795)	$ (1,217,282)
$ -	$ 65,171
$ -	$ 35,000
$ -	$ -
$ (36,795)	$ (1,187,111)
	$ 3,471,259
$ -	$ -
$ (36,795)	$ 2,284,148
$ -	$ -
$ (14,290)	$ 914,610
$ -	$ 962,724

Reserve for Economic Uncertainties (9789)	$ 406,814	$ -
Unappropriated/Unappropriated Amounts (9790)	$ 42,324	$ (19,819)
Reserve for Economic Uncertainties Percentage	6.92%	

* Please see question on page 7.

$ -	$ 406,814
$ (22,505)	$ 0
	6.21%

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Enter Bargaining Unit:		**Adult Educ** Chualar Teach
	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	**Column 2** Adjustments as a Result of Settlement
REVENUES		
LCFF Funding Sources (8010-8099)	$ -	$ -
Remaining Revenues (8100-8799)	$ -	$ -
TOTAL REVENUES	$ -	$ -
EXPENDITURES		
Certificated Salaries (1000-1999)	$ -	$ -
Classified Salaries (2000-2999)	$ -	$ -
Employee Benefits (3000-3999)	$ -	$ -
Books and Supplies (4000-4999)	$ -	$ -
Services, Other Operating Expenses (5000-5999)	$ -	$ -
Capital Outlay (6000-6999)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ -	$ -
Direct Support/Indirect Cost (7300-7399)	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -
OPERATING SURPLUS (DEFICIT)	$ -	$ -
Transfers In and Other Sources (8910-8979)	$ -	$ -
Transfers Out and Other Uses (7610-7699)	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ -	* $ -
BEGINNING FUND BALANCE	$ -	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURRENT YEAR ENDING FUND BALANCE	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Restricted Amounts (9740)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ -	$ -

* Please see question on page 7.

G BUDGET

ation Fund

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Column 3	Column 4
Other Revisions	otal Current Budget (Columns 1+2+3)
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Chualar Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

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Bargaining Unit: Chualar Teach(

	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	Column 2 Adjustments as a Result of Settlement
REVENUES		
LCFF Funding Sources (8010-8099)	$ -	$ -
Remaining Revenues (8100-8799)	$ -	$ -
TOTAL REVENUES	$ -	$ -
EXPENDITURES		
Certificated Salaries (1000-1999)	$ -	$ -
Classified Salaries (2000-2999)	$ -	$ -
Employee Benefits (3000-3999)	$ -	$ -
Books and Supplies (4000-4999)	$ -	$ -
Services, Other Operating Expenses (5000-5999)	$ -	$ -
Capital Outlay (6000-6999)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ -	$ -
Direct Support/Indirect Cost (7300-7399)	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -
OPERATING SURPLUS (DEFICIT)	$ -	$ -
Transfers In and Other Sources (8910-8979)	$ -	$ -
Transfers Out and Other Uses (7610-7699)	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ -	* $ -
BEGINNING FUND BALANCE	$ -	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURRENT YEAR ENDING FUND BALANCE	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Restricted Amounts (9740)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ -	$ -

* Please see question on page 7.

G BUDGET

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Column 3	Column 4
Other Revisions	otal Current Budget (Columns 1+2+3)
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H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Bargaining Unit: **Cafeteri** Chualar Teach(

	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	Column 2 Adjustments as a Result of Settlement
REVENUES		
LCFF Funding Sources (8010-8099)	$ -	$ -
Remaining Revenues (8100-8799)	$ -	$ -
TOTAL REVENUES	$ -	$ -
EXPENDITURES		
Certificated Salaries (1000-1999)	$ -	$ -
Classified Salaries (2000-2999)	$ -	$ -
Employee Benefits (3000-3999)	$ -	$ -
Books and Supplies (4000-4999)	$ -	$ -
Services, Other Operating Expenses (5000-5999)	$ -	$ -
Capital Outlay (6000-6999)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ -	$ -
Direct Support/Indirect Cost (7300-7399)	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -
OPERATING SURPLUS (DEFICIT)	$ -	$ -
Transfers In and Other Sources (8910-8979)	$ -	$ -
Transfers Out and Other Uses (7610-7699)	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ -	* $ -
BEGINNING FUND BALANCE	$ -	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURRENT YEAR ENDING FUND BALANCE	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Restricted Amounts (9740)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ -	$ -

* Please see question on page 7.

G BUDGET

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Column 3	Column 4
Other Revisions	otal Current Budget (Columns 1+2+3)
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Chualar Union School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATIN(

Enter Fund:

Bargaining Unit: Chualar Teach(

	Column 1 Latest Board-Approved Budget Before Settlement (As of 12/10/2025)	Column 2 Adjustments as a Result of Settlement
REVENUES		
LCFF Funding Sources (8010-8099)	$ -	$ -
Remaining Revenues (8100-8799)	$ -	$ -
TOTAL REVENUES	$ -	$ -
EXPENDITURES		
Certificated Salaries (1000-1999)	$ -	$ -
Classified Salaries (2000-2999)	$ -	$ -
Employee Benefits (3000-3999)	$ -	$ -
Books and Supplies (4000-4999)	$ -	$ -
Services, Other Operating Expenses (5000-5999)	$ -	$ -
Capital Outlay (6000-6999)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ -	$ -
Direct Support/Indirect Cost (7300-7399)	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -
OPERATING SURPLUS (DEFICIT)	$ -	$ -
Transfers In and Other Sources (8910-8979)	$ -	$ -
Transfers Out and Other Uses (7610-7699)	$ -	$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	$ -	* $ -
BEGINNING FUND BALANCE	$ -	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
CURRENT YEAR ENDING FUND BALANCE	$ -	$ -
COMPONENTS OF ENDING FUND BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Restricted Amounts (9740)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ -	$ -

* Please see question on page 7.

G BUDGET

ers Association

Column 3	Column 4
Other Revisions	otal Current Budget (Columns 1+2+3)
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Chualar Union School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUN

Unrestricted General Fund Multiy

Bargaining Unit: Chualar Teachers Associa

	FY 2025-26 Total Current Budget After Settlement	FY 2026-27 First Subsequent Year After Settlement
UNRESTRICTED REVENUES		
LCFF Funding Sources (8010-8099)	$ 3,741,111	$ 3,676,715
Remaining Revenues (8100-8799)	$ 237,065	$ 227,000
TOTAL UNRESTRICTED REVENUES	$ 3,978,176	$ 3,903,715
UNRESTRICTED EXPENDITURES		
Certificated Salaries (1000-1999)	$ 987,998	$ 1,035,422
Classified Salaries (2000-2999)	$ 1,011,910	$ 825,465
Employee Benefits (3000-3999)	$ 1,214,719	$ 1,077,623
Books and Supplies (4000-4999)	$ 138,768	$ 125,000
Services, Other Operating Expenses (5000-5999)	$ 424,335	$ 415,000
Capital Outlay (6000-6999)	$ -	$ -
Other Outgo (7100-7299) (7400-7499)	$ 84,917	$ 75,000
Direct Support/Indirect Cost (7300-7399)	$ (156,199)	$ (154,000)
Other Adjustments		$ -
TOTAL UNRESTRICTED EXPENDITURES	$ 3,706,448	$ 3,399,511
OPERATING SURPLUS (DEFICIT)	$ 271,728	$ 504,204
Transfers In and Other Sources (8910-8979)	$ 65,171	$ 46,000
Transfers Out and Other Uses (7610-7699)	$ 35,000	$ 25,000
Contributions (8980-8999) **(Enter as a negative)**	$ (687,412)	$ (550,000)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	$ (385,514)	$ (24,796)
UNRESTRICTED BEGINNING FUND BALANCE	$ 1,755,052	$ 1,369,538
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	$ -	
UNRESTRICTED ENDING FUND BALANCE	$ 1,369,538	$ 1,344,742
COMPONENTS OF ENDING BALANCE:		
Nonspendable Amounts (9711-9719)	$ -	$ -
Committed/Assigned Amounts (9750-9780)	$ 962,724	$ 934,190
Reserve for Economic Uncertainties (9789)	$ 406,814	$ 410,552
Unappropriated/Unappropriated Amounts (9790)	$ 0	$ 0

WARNING: 9790 Unappropriated Amount

IDS

ear Projection

tion

FY 2027-28 Second Subsequent Year After Settlement	
$	3,626,030
$	227,000
$	3,853,030
$	1,090,174
$	877,056
$	1,150,502
$	105,000
$	355,000
$	-
$	75,000
$	(153,500)
$	-
$	3,499,232
$	353,798
$	50,000
$	25,000
$	(500,000)
$	(121,202)
$	1,344,742
$	1,223,541
$	-
$	813,541
$	410,000
$	(0)

ts must be positive

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2025-26	FY 2026-27
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	$ 6,553,272	$ 5,879,766
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	5.00%	5.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or $88,000)	$ 327,664	$ 293,988

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	$ 406,814	$ 410,552
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	$ 0	$ 0
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	$ -	$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	$ -	$ -
e.	Total Available Reserves	$ 406,814	$ 410,552
f.	Reserve for Economic Uncertainties Percentage	6.21%	6.98%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2025-26	Yes	X
FY 2026-27	Yes	X
FY 2027-28	Yes	X

4. If no, how do you plan to restore your reserves?

FY 2027-28
$ 5,878,136
5.00%
$ 293,907

$ 410,000
$ (0)
$ -
$ -
$ 410,000
6.97%

No	
No	
No	

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), expla variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

Total
in the