CHUALAR UNION ELEMENTARY SCHOOL DISTRICT

DISTRICT BOARD ROOM #29

24285 LINCOLN ST., CALIFORNIA 93925

AGENDA

Regular Board Meeting

7:00 PM

(Closed Session 6 - 7 pm)

May 20, 2026

The Board will meet in person at Chualar School.

All comments received by this time will be submitted into the record by the Board President or presiding officer. Please include your name and agenda item that you wish to comment on in the subject line of your email. If you wish to submit a public comment on more than one agendum item, please send a separate email for each item on which you are commenting. Please be aware that all written public comments, including your name and email address, may become public information. Send your comments to:

mcontreras@chualarusd.org no later than May 19, 2026, at 4:00 p.m.

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

1. Opening Business

1.1 Call to Order Time_____

1.2 Pledge of Allegiance

1.3 Roll Call

Martha Gallegos, Board President	Trustee Area #3 _____
Esperanza Rangel, Board Clerk	Trustee Area #3 _____
Itzel Sanchez, Board Member	Trustee Area #2 _____
Domingo Rangel, Board Member	Trustee Area #3 _____
Andrea A. B. Flores, Board Member	Trustee Area #1 _____

1.4 Adoption of Agenda

Changes, additions (based on Provision of Emergency/Urgency), and approval of the Agenda as presented. 2/3 vote required if any item is added to the Agenda.

1.4.1 Changes to the Agenda

1.4.2 Additions to the Agenda

1.4.3 Adoption of the Agenda

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees adopts the agenda as presented.

Motion_____ Second_____ Vote_____

2. Identify Closed Session Topics of Discussion

Public Comment Period for Closed Session Items: General public comment on any closed session item that will be heard. Members of the public are welcome to participate as permitted by law. Persons wishing to be heard by the Board shall complete the available form and submit it to the Board Secretary prior to the meeting. The time of presentation is limited to two (2) minutes.

2.1 Personnel

2.1.1 Public Employee Discipline/Dismissal/Release/Complaint/Employment/

3. Adjourn to Closed Session Time: _____

The Board of Trustees will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Government Code Section 3549.1, 54956.7 through 54957.7, and Education Code Section 35146.

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Adjourns to Closed Session."

Motion_____ Second_____ Vote_____

4. Reconvene to Open Session Time: _____

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Reconvenes to Open Session."

Motion_____ Second_____ Vote_____

5. Report out of Closed Session:

6. Presentations

A. Student Trustees

B. Chualar Wrestling Team Recognition, Presented by Ruben Pulido

C. Recognition of Appreciation for Mrs. Covarrubias Presented by Ruben Pulido

D. 2026-27 Literacy Plan & Early Intervention-Ashley O'Connell

E. Measure J Projects Update – Brett W. McFadden, Managing Partner, DAG
Architectural / Engineering:David Peartree, Peartree + Belli Architects

F. 2026-27 Local Control and Accountability Plan (LCAP)
Ruben Pulido and Yolanda Gonzales Barba, Ed.

7. Oral Comments from the Public

A. Guidelines

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

8. Consent Agenda

Action Items included on the Consent Agenda are to be approved by one motion unless a Board Member requests separate action on a specified item. There is no discussion of these items prior to the vote unless a member of the Board, staff or public requests in writing prior to the meeting specific items to be discussed. It is understood that the administrator recommends approval on all Consent Items. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

8.1 Approval of the Minutes of the Regular Board Meeting of April 22nd, and Special Board Meeting of April 29th, and May 13th, 2026. Pg. 7-21

8.2 Approval of Bill of Registers

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approves the Consent Agenda as presented."

Motion_____ Second_____ Vote_____

9. Peatree's proposal: Restroom modernization and window, door replacement.

RECOMMENDATION/ACTION: Pg. 22-27

"That the Chualar Board of Trustees approve the Peatree's proposal: Restroom modernization and window, door replacement."

Motion_____ Second_____ Vote_____

10. GAMUT services agreement. Pg. 28-34

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the GAMUT services agreement."

Motion_____ Second_____ Vote_____

11. Lozano Smith legal services agreement. Pg. 35-40

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the Lozano Smith legal services agreement."

Motion_____ Second_____ Vote_____

12. Schell Technical Services Inc. Professional services agreement. Pg. 41-44

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the Schell Technical Services Inc. Professional services agreement."

Motion_____ Second_____ Vote_____

13. Informed K12 Products and Services agreement.

Pg. 45-69

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the Informed K12 Products and Services agreement."

Motion_____ Second_____ Vote_____

14. Select _____ to replace multipurpose room gutters and coat flat roof.

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the Select _____ to replace multipurpose room gutters and coat flat roof.

1. Bid from -Courtney Inc. Pg. 70-91
2. Bid from -Scudder Roofing Pg. 92-142
3. Bid from -Diablo Roofing

Motion_____ Second_____ Vote_____

15. Monterey County Office of Education Letter - Reviewing the 2025-2026 Second Interim

Pg. 143-145

INFORMATION:

16. Superintendent's and/or Board Correspondence

- A. I. Policies
- Booster Club

17. Advance Planning

17.1 Next Regular Board Meeting, June 3rd, 2026
17.2 Agenda Items for the next Board Meeting (Board Members Only)

18. Adjournment Time_____

There being no further business, this meeting is adjourned

CHUALAR UNION ELEMENTARY SCHOOL DISTRICT

DISTRICT BOARD ROOM #29

24285 LINCOLN ST., CALIFORNIA 93925

MINUTES

Regular Board Meeting

7:00 PM

(Closed Session 6 - 7 pm)

April 22, 2026

The Board will meet in person at Chualar School.

All comments received by this time will be submitted into the record by the Board President or presiding officer. Please include your name and agenda item that you wish to comment on in the subject line of your email. If you wish to submit a public comment on more than one agendum item, please send a separate email for each item on which you are commenting. Please be aware that all written public comments, including your name and email address, may become public information. Send your comments to:

mcontreras@chualarusd.org no later than April 21, 2026, at 4:00 p.m.

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

1. Opening Business

1.1 Call to Order Time 7:09 p.m.

1.2 Pledge of Allegiance

1.3 Roll Call

Martha Gallegos, Board President	Trustee Area #3	Present
Esperanza Rangel, Board Clerk	Trustee Area #3	Absent (Ms. Rangel had an emergency, and she tried to come in through zoom, by Government Code 54953) But the connection failed
Itzel Sanchez, Board Member	Trustee Area #2	Present
Domingo Rangel, Board Member	Trustee Area #3	Present
Andrea Azucena Brambila Flores	Trustee Area #1	Absent

1.4 Adoption of Agenda

Changes, additions (based on Provision of Emergency/Urgency), and approval of the Agenda as presented. 2/3 vote required if any item is added to the Agenda.

1.4.1 Changes to the Agenda

1.4.2 Additions to the Agenda

1.4.3 Adoption of the Agenda

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees adopts the agenda as presented.

Adoption of Agenda A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, to adopt the agenda as presented. The motion passed by a 3-0-2 vote. All in favor.

2. Identify Closed Session Topics of Discussion

Public Comment Period for Closed Session Items: General public comment on any closed session item that will be heard. Members of the public are welcome to participate as permitted by law. Persons wishing to be heard by the Board shall complete the available form and submit it to the Board Secretary prior to the meeting. The time of presentation is limited to two (2) minutes.

2.1 Personnel

2.1.1 Public Employee Discipline/Dismissal/Release/Complaint/Employment/

3. Adjourn to Closed Session CLOSED SESSION WAS CANCELED

The Board of Trustees will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Government Code Section 3549.1, 54956.7 through 54957.7, and Education Code Section 35146.

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Adjourns to Closed Session."

Motion_____ Second_____ Vote_____

4. Reconvene to Open Session Time: _____

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Reconvenes to Open Session."

Motion_____ Second_____ Vote_____

5. Report out of Closed Session:

6. Presentations

A. Student Trustees

B. 8th grade Science Project Models- Mrs. Mancera

C. Story Box- Mrs. Ripley's 6th grade class

D. Spring Academy Presentation-Mrs. Ramos

7. Oral Comments from the Public

A. Guidelines

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

Mrs. Perez, 2nd/3rd grade teacher, shared with the Board of Trustees that Mrs. Ramos, work schedule had been reduced by two hours from her original eight hour shift and that she had recently had been assigned to the new Attendance Recovery Program and was doing an excellent job in that role. Mrs. Perez suggested that the administration consider restoring the two hours that had been reduced from Mrs. Ramos' schedule.

Ms. Loveless, Kindergarten Teacher, shared with the Board of Trustees that several public agencies would be participating in the school carnival, including, Blue Zones, Monterey Health Department, CHP, CAPSLO and California Legal Assistance.

8. Consent Agenda

Action Items included on the Consent Agenda are to be approved by one motion unless a Board Member requests separate action on a specified item. There is no discussion of these items prior to the vote unless a member of the Board, staff or public requests in writing prior to the meeting specific items to be discussed. It is understood that the administrator recommends approval on all Consent Items. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

8.1 Approval of the Minutes of the Regular Board Meeting of March 11th, 2026.

8.2 Approval of Bill of Registers

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approves the Consent Agenda as presented."

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

9. District sold a small bus, $3,200

INFORMATION: Mrs. Yen Le, shared with the Board the sale of the small vandalized school bus.

10. Resolution #15/2025-2026 For Establishing Fund 35 County School Facilities Fund

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #15/2025-2026 For Establishing Fund 35 County School Facilities Fund."

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

11. Resolution #16/2025-2026 of The Board of Education of the Chualar Union School District on April 22, 2026, Authorizing Submission of Funding Applications that are Beyond State Bond Authority

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #16/2025-2026 of The Board of Education of the Chualar Union School District on April 22, 2026, Authorizing Submission of Funding Applications that are Beyond State Bond Authority."

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

12. Resolution #17/2025-2026 Authorizing Filing for Application (s) For State Allocation Board –Administered Programs for the Chualar Union School District on April 22, 2026

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #17/2025-2026 Authorizing Filing for Application (s) For State Allocation Board –Administered Programs for the Chualar Union School District on April 22, 2026

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

13. Board approve the Scudder Roofing Company's contract

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees approve the Scudder Roofing Company's contract

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

14. Superintendent signed the contract with James Day Construction, Inc. to install a generator
INFORMATION: Mr. Pulido shared that the company is almost done installing the generator.

15. MK Consulting Inc.'s proposal as an inspector of record (IOR).

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the MK Consulting Inc.'s proposal as an inspector of record (IOR)."

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

16. Board selects the quote from ALSOP & MULLER to replace the school's water pump for the irrigation system.

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the quote from ALSOP & MULLER to replace the school's water pump for the irrigation system."

A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

17. Board selects a quote from _____ to purchase the school's vacuum cleaner

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the quote from _____ to purchase the school's vacuum cleaner."
TABLED

18. Board approves the lease agreement contract with Dataflow for copying and printing

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the lease agreement contract with DataFlow for copying and printing."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

19. Board approved 2026-2027 School Calendar

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the 2026-2027 School Calendar."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor. (With a correction, the School Calendar that is in the Board Packet is the incorrect calendar. We have presented the Board with the correct School Calendar.)

20. PERSONNEL REPORT

20.1 William Starling, Athletic Director

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve William Starling, as the Athletic Director."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

20.2 Maylin Heidtke, Intervention Teacher

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve Maylin Heidtke, as the Intervention Teacher."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

20.3 Shawn Quaine, InterventionTeacher

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve Shawn Quaine, as the InterventionTeacher."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

20.4 Laura Jimenez Velasco, ASES Paraeducator

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve Laura Jimenez Velasco, as an ASES Paraeducator ."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

20.5 Jacqueline Sanchez Hernandez, ASES Paraeducator

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve Jacqueline Sanchez Hernandez, as an ASESParaeducator."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

21. Resolution #12/2025-2026 Recognizing Classified School Employee Week May 17-23, 2026
RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #12/2025-2026 Recognizing Classified School Employee Week May 17-23, 2026."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

22. Resolution #13/2025-2026 Recognizing National Teacher Appreciation Week May 4-8, 2026

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #13/2025-2026 Recognizing National Teacher Appreciation Week May 4-8, 2026."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

23. Resolution #14/2025-2026 Recognizing Administrative Professionals Day April 22, 2026

RECOMMENDATION/ACTION:
"That the Chualar Board of Trustees approve the Resolution #14/2025-2026 Recognizing Administrative Professionals Day April 22, 2026."
A motion was made by Trustee I. Sanchez, seconded by Trustee D. Rangel, The motion passed by a 3-0-2 vote. All in favor.

24. Superintendent's and/or Board Correspondence

-Measure J update-We will be having this in our next Board Meeting
-Soccer Project - contribution process
-Carnival – CHP, CRLA-Notification prior to spraying
-Sheriff Department-Crime prevention presentation
-A I-Artificial Intelligent We will be having this in our next Board Meeting
-CPTC-Guidelines, bylaws, audit, calendar

25. Williams Quarterly Report
INFORMATION: Nothing to report

26. Advance Planning
26.1 Next Regular Board Meeting, May 20th, 2026
26.2 Agenda Items for the next Board Meeting (Board Members Only)
-Mr. Starling, A. D. presentation
-A. I. policies
-Booster Club information
-LCAP

27. Adjournment Time 9:58 p.m.
There being no further business, this meeting is adjourned

CHUALAR UNION ELEMENTARY SCHOOL DISTRICT

DISTRICT BOARD ROOM #29

24285 LINCOLN ST., CALIFORNIA 93925

MINUTES

Special Board Meeting

6:00 PM

April 29, 2026

The Board will meet in person at Chualar School.

All comments received by this time will be submitted into the record by the Board President or presiding officer. Please include your name and agenda item that you wish to comment on in the subject line of your email. If you wish to submit a public comment on more than one agendum item, please send a separate email for each item on which you are commenting. Please be aware that all written public comments, including your name and email address, may become public information. Send your comments to:

mcontreras@chualarusd.org no later than April 29, 2026, at 12:00 p.m.

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

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1. Opening Business

1.1 Call to Order Time 6:18 p.m.

1.2 Pledge of Allegiance

1.3 Roll Call

Martha Gallegos, Board President	Trustee Area #3	Present
Esperanza Rangel, Board Clerk	Trustee Area #3	Present
Itzel Sanchez, Board Member	Trustee Area #2	Absent
Domingo Rangel, Board Member	Trustee Area #3	Present
Andrea Azucena Brambila Flores	Trustee Area #1	Present

1.4 Adoption of Agenda

Changes, additions (based on Provision of Emergency/Urgency), and approval of the Agenda as presented. 2/3 vote required if any item is added to the Agenda.

1.4.1 Changes to the Agenda

1.4.2 Additions to the Agenda

1.4.3 Adoption of the Agenda

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees adopts the agenda as presented.

Adoption of Agenda. A motion was made by Trustee E. Rangel, seconded by Trustee D. Rangel, to adopt the agenda as presented. The motion passed by a 4-0-1 vote. All in favor.

2. Identify Closed Session Topics of Discussion

Public Comment Period for Closed Session Items: General public comment on any closed session item that will be heard. Members of the public are welcome to participate as permitted by law. Persons wishing to be heard by the Board shall complete the available form and submit it to the Board Secretary prior to the meeting. The time of presentation is limited to two (2) minutes.

2.1 Personnel

2.1.1 Government Code Section 54957 subdivision(b)(1): "Public Employee Appointment/Employment: Superintendent/Principal"

3. Adjourn to Closed Session Time: 6:21 p.m.

The Board of Trustees will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Government Code Section 3549.1, 54956.7 through 54957.7, and Education Code Section 35146.

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Adjourns to Closed Session."

A motion was made by Trustee E. Rangel, seconded by Trustee D. Rangel. The motion passed by a 4-0-1 vote. All in favor.

4. Reconvene to Open Session Time: 7:35 p.m.

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees Reconvenes to Open Session."

A motion was made by Trustee E. Rangel, seconded by Trustee D. Rangel. The motion passed by a 4-0-1 vote. All in favor.

5. Report out of Closed Session:

Nothing to report

6. Advance Planning

6.1 Next Regular Board Meeting, May 20, 2026
6.2 Agenda Items for the next Board Meeting (Board Members Only)

7. Adjournment Time7:36 p.m.

There being no further business, this meeting is adjourned.

CHUALAR UNION ELEMENTARY SCHOOL DISTRICT

DISTRICT BOARD ROOM #29

24285 LINCOLN ST., CALIFORNIA 93925

MINUTES

Special Board Meeting

5:30 PM

May 13, 2026

The Board will meet in person at Chualar School.

All comments received by this time will be submitted into the record by the Board President or presiding officer. Please include your name and agenda item that you wish to comment on in the subject line of your email. If you wish to submit a public comment on more than one agendum item, please send a separate email for each item on which you are commenting. Please be aware that all written public comments, including your name and email address, may become public information. Send your comments to:

mcontreras@chualarusd.org no later than May 13, 2026, at 12:00 p.m.

Public comments may be made during the public comment portion of the meeting. There will be a 2-minute limit for individuals. There is no ceding of one's time to other individuals. Efforts will be made by staff to read the comments received into the record, but it cannot be guaranteed that written comments received by email will be read, nor that there will be enough time to read all the comments.

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1. Opening Business

1.1 Call to Order Time 5:30 P.M.

1.2 Pledge of Allegiance

1.3 Roll Call

Martha Gallegos, Board President	Trustee Area #3	Present
Esperanza Rangel, Board Clerk	Trustee Area #3	Present
Itzel Sanchez, Board Member	Trustee Area #2	Absent
Domingo Rangel, Board Member	Trustee Area #3	Absent
Andrea A. B. Flores, Board Member	Trustee Area #1	Present

1.4 Adoption of Agenda

Changes, additions (based on Provision of Emergency/Urgency), and approval of the Agenda as presented. 2/3 vote required if any item is added to the Agenda.

1.4.1 Changes to the Agenda

1.4.2 Additions to the Agenda

1.4.3 Adoption of the Agenda

RECOMMENDATION/ACTION:

"That the Chualar Board of Trustees adopts the agenda as presented.

Adoption of Agenda A motion was made by Trustee E. Rangel, seconded by Trustee M. Gallegos, to adopt the agenda as presented. The motion passed by a 3-0-2 vote. All in favor.

2. Oral Comments from the Public

A. Guidelines

Public Comment Period for Closed Session Items: General public comment on any closed session item that will be heard. Members of the public are welcome to participate as permitted by law. Persons wishing to be heard by the Board shall complete the available form and submit it to the Board Secretary prior to the meeting. The time of presentation is limited to two (2) minutes.

2.1 Personnel

2.1.1 Government Code Section 54957 subdivision (b) (1): Public Employee Discipline/Release/Dismissal

3. Adjourn to Closed Session Time: 5:32 p.m.

The Board of Trustees will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Government Code Section 3549.1, 54956.7 through 54957.7, and Education Code Section 35146.

4. Reconvene to Open Session Time: 5:54 p.m.

5. Report out of Closed Session:

Action Item: Nothing to report

6. Resolution #18/2025-2026 Final Layoff Resolution

Final Action on Resolution and Decision Not to Remploy Classified Employee(s) for the 2026-2027 School Year Due To Lack of Work and/or Lack of Funds.

A motion was made by Trustee E. Rangel, seconded by Trustee M. Gallegos The motion passed by a 3-0-2 vote. All in favor.

4. Adjournment Time 5:59 p.m.

There being no further business, this meeting is adjourned.

Agreement for the Provision of Limited Professional Architectural Services

Firm (Consultant):

Peartree+Belli Architects
235 Monterey St, Ste B
Salinas, CA 93901

Client:

Chualar Union School District
24285 Lincoln Street
Chualar, CA 93925

Date: May 7, 2026

Project No: 26016

Project Name/Location: Restroom Modernization and Window/Door Replacement, 24285 Lincoln Street, Chualar

Scope of Services: See Exhibit "A" attached.

Fee Agreement:
Architectural services billed on a percent complete basis against a fixed fee of $501,375. Reimbursables are excluded from above and billed separately per attached fee schedule, or as revised, with an allowance of $5,000.

In witness thereof, the parties hereto have accepted, made and executed this agreement upon the terms, conditions and provisions, the day and year first above written.

Consultant:	By David Peartree Digitally signed by David Peartree DN: C=US, E=david@peartreebelli.com, O="Peartree+Belli Architects, Inc.", OU="Peartree+Belli Architects, Inc.", CN=David Peartree Date: 2026.05.07 13:33:21-07'00'	Client:	By _____
	(Signature)		*(Signature)*
Name:	**David Peartree**, AIA, LEED AP Architect C-30852	Name:	_____
Title:	President	Title:	_____
Address:	235 Monterey St, Ste B Salinas, CA 93901	Date:	_____

This fee proposal is good for 30 days from the above-mentioned date.

Peartree+Belli
ARCHITECTS

Terms and Conditions

The firm shall perform the services outlined in this agreement for the stated fee arrangements.

Access to Site

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

Dispute Resolution

Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments

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

Additional Services

The above defines the limits of our proposed scope of services. Any services beyond those specifically outlined above will be considered as additional services and subject to renegotiation of the Agreement or billed at our standard billing rates.

Late Payments

Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1. 5 % (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification

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

Certifications

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

Limitation of Liability

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall be the greater of $50,000 or the amount of the Firm's fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services

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

Ownership of Documents

The Architect and the Architect's consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Fee Schedule

January 1, 2026

General

The following list of fees and reimbursable expense items shall be used in providing service in the agreement. The prices of these fees and items shall be adjusted annually upon issuance of an updated Standard Schedule of Compensation.

Hourly Rates

Principal	$250.00
Associate	$230.00
Senior Project Manager	$205.00
Project Manager	$195.00
Senior Designer	$185.00
Designer	$175.00
Senior CADD	$170.00
CADD	$150.00
Technical Assistant	$90.00

Outside Consulting Services

Outside Consultants, Laboratory Costs, Surveys and Other Expenses, if any, will be billed to the Client at Actual Face Value of the total invoice, plus ten (10%) percent.

Reimbursable Expenses

Plots Large	$0.50 Per Sq Ft
Prints B&W	$0.15 Per Sheet
Prints Color	$0.50 Per Sheet
Advanced Agency Fees	Billed to the Client at Actual Face Value of the total invoice, plus ten percent (10%).

All other reimbursable expenses, such as postage, travel, and meals, are billed to the Client at Actual Face Value of the total invoice, plus ten (10%) percent.

Peartree+Belli Architects
Project #26016

Chualar Restroom Modernization and Door/Window Replacement

Exhibit A: Scope of Work for Professional Services

Schematic Design ($52,680)

- Review as-built documentation. Field verify existing conditions and confirm certification status.
- Develop CAD base files for existing building.
- Develop SD package, as follows:
    - Schematic Floor Plan.
- Secure approval for SD package.
- Develop an estimate of probable construction cost based on similar local projects and/or unit costs.
- Coordinate sewer line camera investigation.

Design Development ($52,680)

- Based upon approved SD package, generate DD package as follows:
    - Architectural
        - Floor plans
        - Reflected ceiling plans
        - Roof plans
        - Enlarged plans
        - Schedules (door, window, finish)
        - Exterior elevations
        - Interior elevations
        - Building sections
        - Interior details
        - Exterior details
    - Plumbing
        - Equipment schedules and general notes
        - Typical plumbing details
        - Domestic water, waste and storm water piping plans
    - Mechanical
        - Equipment schedules and general notes
        - Typical mechanical details
        - Mechanical floor and roof plans
    - Electrical
        - General notes, equipment schedules
        - Single line diagrams
    - Specifications

        - Comprehensive performance and or product-based specification package for all 16 Divisions
    - Generate DD-level engineer's construction cost estimate.
    - Present DD packages and cost estimate to Facilities Department for review.
    - Make one round of adjustment to align scope with District budgets.
    - Present DD-level design to user group, on request (one meeting).
    - Secure approval for DD phase.

Construction Documents ($79,020)

- Develop CD package, targeting one Division of the State (DSA) application for all contemplated work in Phase 1. Package shall be based upon approved DD package and shall include final detailing and coordination between all disciplines.
    - Architectural Package
        - Title Sheet
        - Overall Site Plan
        - Fire Access Site Plan
        - Enlarged Floor Plans (Demo/Proposed)
        - Enlarged RCP (Demo/Proposed)
        - Interior Elevations
        - Details (ADA)
- Refine CAD backgrounds and distribute to design team.
- Assist District in producing DSA application materials and scheduling of DSA review.
- Internal coordination among design team disciplines.
- Present CD package to District for any final adjustments.
- Secure approval for CD phase.

DSA Permit Processing ($13,170)

- Identify and complete all DSA application forms.
- Determine DSA fees and communicate fees to District.
- Print and collate sets.
- Submit to DSA Oakland for full plan review.
- Collect and address DSA plan check comments from ACS, FLS and SSS sections.
- Prepare responses and attend back check appointment at DSA Oakland office.
- Process application until DSA approval is secured.
- DSA-approved documents will be prepared to be distributed to the District as the 'Bid Set' for bidding purposes.

Bid Administration ($13,170)

- Provide client with electronic and/or hard copy of DSA-approved package for bid publication.
- Attend one pre-bid job walk.
- Respond to bid RFI's and issue bid addenda.
- Assist with bid evaluation as required.

Construction Administration ($52,680)

- Assist District in preparation and execution of DSA construction start-up documentation.
- Attend pre-construction conference.
- Respond to requests for information (RFI).
- Review submittals and shop drawings.
- Assist in reviewing/evaluating contract proposals or bids and substitutions proposed by contractors.
- Attend up to four construction site meetings as required during the construction period.
- Review GC progress payments.
- Review and process change order documentation, as required.
- Attend site punch walks as required at the end of the construction period.
- DSA Closeout/Certification for items AOR carries responsibility for.

Consultants ($214,100)

- Architectural: ($58,000)
- Civil Engineering: ($28,500)
- Structural Engineering: (allowance $10,000)
- Plumbing/Mechanical Engineering ($74,600)
- Electrical Engineering ($30,500)
- Cost Estimating: ($12,500)

Additional Services Contingency (5% of total fee, $23,875)

Reimbursable Expense Allowance: $5,000

Assumptions

- This proposal assumes that there are no DSA uncertified projects on the campus that would limit this approval. As such, legacy certification services are excluded from this proposal. Can be provided for an additional fee.
- Agency fees by District.
- Boundary survey, topographic survey and/or geotechnical investigation, not anticipated but if required, will be provided by District.
- Fire hydrant flow testing fees, if required, by District.
- This proposal assumes all contemplated work shall be contained within one DSA application, and one bid/construction package.

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association ("CSBA") and Chualar Union School District of Chualar, California ("Subscriber") for the use of CSBA's GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective ("the Effective Date") upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the "Initial Term"). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a "Renewal Term") UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at https://simbli.eboardsolutions.com/termsofservice.pdf and https://eboardsolutions.com/privacy-statement/, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the "Service") through the website provided by CSBA (the "Site"). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber's receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber's facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the

Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

(a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;

(b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;

(c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);

(d) Frame or mirror any content forming part of the Services; or

(e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either

express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach, then the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association	Chualar Union SD
Tezeta Stewartz (May 8, 2026 12:56:04 EDT)	
Tezeta Stewartz Senior Director Policy & Governance Technology	Signature
	Printed Name
5/8/26	
Date	Title
	Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	$1300 (Existing Service)
GAMUT Policy *Plus*	$2350 (Existing Service)
GAMUT Meetings	$550 (New Service)
GAMUT Documents	
GAMUT Communications	

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources. The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provide upon execution of this Agreement.

The CSBA Sample Policy Manual is intended as a resource for school districts and county offices of education for use in developing their own policy manuals and is not intended as a substitute for legal advice nor are they intended for exact replication. The subscriber is wholly responsible for reviewing, editing, and revising sample policy documents for local adoption. CSBA cautions subscribers to seek the advice of legal counsel when confronted with legal questions or situations requiring legal advice. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing Subscriber's specific legal situations. CSBA's samples reflect current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees.

GAMUT Policy Plus provides subscribers access to a technology platform that enables Subscriber to host Policy Manual. As a condition of subscription to Gamut Policy Plus, subscribers to Gamut Policy Plus must also maintain a current GAMUT Policy subscription. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, upload, and publishing of updated policies on behalf of Subscriber's governing body or any related committee or subcommittee. GAMUT Policy Plus subscribers also have access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual, any updates to the CSBA Sample Policy Manual. Consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Consultation does not include drafting original policy language for the Subscriber. CSBA Policy Manual Consultants do not provide legal advice. Suggestions and advice from CSBA Policy Manual Consultants is not intended to be and is not a substitute for advice from legal counsel. GAMUT Policy Plus who are also clients of CSBA's District and County Office of Education Legal Services (Legal Services) program may, subject to the terms and conditions of their Legal Services agreement, consult Legal Services attorneys for legal advice and

custom policy writing. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. The subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber's governing body or any related committee or subcommittee.

GAMUT Documents provides a central repository for Subscribers to store important documents on their GAMUT sites and to set permissions to allow specified users to access exactly what they need while keeping sensitive data secure. Users can create folders to classify and manage documents; upload multiple file types, including Word, Excel, PowerPoint, PDF or graphic files; set folder and file permissions for either public or private access; and create folder or file level alerts to be notified when new files are added.

GAMUT Communication adds news, calendar, and resource features to Subscriber's GAMUT website. The News tab allows subscribers to create news types for public or private sharing of information to GAMUT users based on their permission settings. The Calendar tab allows for posting of important dates including meetings, board activities or other events. Calendars can be Public or Private and can be linked to meeting agendas in GAMUT Meetings. Resource links may be used to allow direct, easy access to external sites that are frequently referenced or relevant to the Subscriber's organization.

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee[1]	
On Site Training Fee[2]	
Conversion Fee	

California School Boards Association

Tezeta Stewartz (May 8, 2026 12:56:04 EDT)

Tezeta Stewartz
Senior Director
Policy & Governance Technology Services

5/8/26
Date

Chualar Union SD

Signature

Printed Name

Title

Date

[1] Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

[2] On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

Chualar Union SD GAMUT Service Agreement 5.8.26

Final Audit Report 2026-05-08

Created:	2026-05-08
By:	Miora Allen (mallen@csba.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj4mTq_55kRVPxQdi7nWYu6Jc2Qr4Gw-f

"Chualar Union SD GAMUT Service Agreement 5.8.26" History

Document created by Miora Allen (mallen@csba.org)
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Document e-signed by Tezeta Stewartz (tstewartz@csba.org)
Signature Date: 2026-05-08 - 4:56:04 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-05-08 - 4:56:04 PM GMT

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT ("Agreement") is effective July 1, 2026 ("Effective Date"), between the CHUALAR UNION SCHOOL DISTRICT("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists unless Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation, arbitration fees and e-discovery service fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services necessary to represent Client for a specific matter.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date; (b) Client fails to comply with other terms and conditions of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests; (c) Client has failed to disclose material facts to Attorney; or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1, an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file documents maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client

from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain commercial liability and professional errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either

following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney or a retired judge, unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client may be ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms and conditions of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its Professional Rate Schedule attached supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by the Parties.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

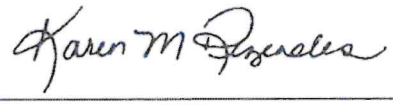
14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms and conditions of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

17. EXECUTION IN COUNTERPARTS; SIGNATURES. This Agreement may be executed in counterparts with signatures appearing on separate signature pages. A copy, or an original, with all signatures appended together shall be deemed a fully executed Agreement. Signatures transmitted by facsimile or electronic image shall be deemed original signatures and binding on the Parties.

WHEREFORE, the Parties hereto, by their signatures below, enter into this Agreement pursuant to the above terms and conditions as of the Effective Date.

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Chualar Union School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/01/2026

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR CHUALAR UNION SCHOOL DISTRICT

HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner**/ Senior Counsel/ Of Counsel	$ 350 - $ 410 per hour
Associate	$ 275 - $ 340 per hour
Paralegal/ Law Clerk	$ 225 - $ 300 per hour
Consultant	$ 125 - $ 395 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request. ** Rates for work performed by Senior Partners with 20 years of experience or more may range from $395 - $475 per hour.

SALE OR LEASE OF REAL PROPERTY WORK

Partner/ Senior Counsel/ Of Counsel	$ 495 per hour
Associate	$ 425 per hour
Paralegal/ Law Clerk	$ 295 per hour

BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

COSTS AND EXPENSES

Facsimile	No Charge
Copying and Printing	$0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is entered into between the Chualar Union School District ("District") and Schell Technical Services Inc. ("Contractor"), and is dated for reference, May 6, 2026.

The parties agree as follows:

1. **Consultant Services**. Contractor agrees to perform during the term of this Agreement, the tasks, obligations and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as Appendix A.

2. **Payment for Services**. Contractor agrees to undertake the work defined in Appendix A for payment in .1 hour increments, for periods of less than one day, at the rate of **$65.00/hr**. The rate shall not be increased by the Contractor over the course of this Agreement. Total payment by District to Contractor shall not exceed **$4,000.00.**

All payments will be based on invoices submitted to District by Contractor and approved by District's authorized representative.

Contractor will invoice District not more frequently than monthly for services performed and expenses incurred during the previous month. District will render payment to Contractor within thirty (30) days of receipt of invoice.

3. **Term of Agreement**. The term of this Agreement begins on July 1, 2026 and ends June 30, 2027. Extension or renewal requires approval of District's Governing Board or its authorized representative. Unless compensation is fixed on the basis of a daily or hourly rate, compensation will not be increased upon extension of the Agreement without approval of the Governing Board or authorized representative.

This Agreement may be terminated by District at any time on fifteen (15) days prior written notice to Contractor. In the event of termination for reasons other than cause, District will pay Contractor for work done up to the time of termination. In the event of termination for cause, Contractor need be compensated only to the extent required by law.

4. **Time for Performance**. All services required of the Contractor will be completed on or before the specified end of the term.

5. **Records**. Contractor will maintain full and accurate records in connection with this Agreement and will make them available to District for inspection at any time. Contractor's work product produced under this Agreement shall be the property of District.

6. **Status of Contractor**. District and Contractor agree that Contractor, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Contractor shall be free to contract for similar service to be performed for other employers while under contract with District; Contractor will not accept such engagements which interfere with performance under this Agreement. Contractor is not an agent or employee of District. Contractor is not entitled to participate in any pension plan, insurance, bonus or similar benefits the District provides for its employees.

7. **Hold Harmless**. Contractor shall hold District, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Contractor, its officers, agents or employees taken under this Agreement. Contractor shall be held liable only for actual services provided. Malfunctions or losses caused by the failure of hardware and/or software, or by acts of God, are the responsibility of the warrantor of the product or the product's owning agent.

8. **Compliance With Laws**. STS shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws. STS shall maintain Cyber Liability Insurance to comply with the California Privacy Rights Act and the California Consumer Privacy Act.

9. **Modification or Assignment**. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by District's Governing Board or authorized representative.

10. **Designation of Representatives**. For purposes of performance and notifications, party representatives and their business addresses are as follows:

a. Contractor: Schell Technical Services Inc.
Eric Schell, CEO
179 Niblick Road #328
Paso Robles, CA 93446

b. District: Chualar Union School District
PO Box 188,
Chualar, CA 93925-0188

CONTRACTOR

By Eric Schell

20-3981461
Taxpayer ID or SSN

DISTRICT

By _____

Title _____

Date May 6, 2026 Date _____

AGREEMENT FOR PROFESSIONAL SERVICES
APPENDIX A

SCOPE OF SERVICES

Advise District on PowerSchool data population for compliance with CALPADS reporting.
Provide guidance and training on submitting data to CALPADS and meeting CALPADS reporting deadlines.
Provide guidance and training on submitting Siras data to CALPADS.
Provide guidance and training on collecting data for the Civil Rights Data Collection (CRDC) from CALPADS and District staff and submitting the data to the U.S. DOE.
Finish obtaining the previous years' data, from 2015-2016 to 2022-2023, from Aeries or CALPADS, and import into PowerSchool.

InformedK12

555 12th Street, Suite 1670
Oakland, CA 94607
www.informedk12.com

Agreement for Products and Services

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Chualar Union School District ("Customer" or "District") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 07/01/2026 (the "Effective Date").

1. Applicability Of This Master Agreement. This Agreement governs: (a) your rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); and (c) any professional consulting services ("Consulting Services").

1.1. Order of Precedence. In the event of any conflict, the following order of precedence shall apply: (1) Schedule of Modifications in Schedule A (if applicable); (2) any Order Form or Statement of Work; (3) the standard terms of this Master Service Agreement; (4) the Terms of Use.

2. Services.

2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to District a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes, and in accordance with the platform Terms of Use . In the event of a conflict between the Terms of Use and this Agreement, the Agreement shall control. With respect to SaaS Services, District will receive, or Informed K12 will make available for District to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term. Informed K12 reserves the right to discontinue any Service during the Term for any reason, but in such event Informed K12 will notify District and, as District's sole and exclusive remedy, Informed K12 shall provide a pro rata refund for any unused portion of the Services, as applicable.

2.2. Services & Support. As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW. Overages may be charged for additional District usage beyond the applicable limitations.

3. Data and Security.

3.1. Customer Data. Informed K12 acknowledges and agrees that District shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" shall mean any proprietary raw data owned by District independent of this Agreement, which District may input into the Service or that Informed K12 may input into the Service on behalf of the District. Customer Data expressly excludes any aggregated and anonymized data to the extent processed by, or resulting as an output of, the Service, which shall be considered Informed K12 Data. District hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.

3.2. Protection Of Personal Information and Data Security. Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including but not limited to in the United States, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, the Children's Online Privacy Protection Act, and state laws such as the California Consumer Privacy Act and California Privacy Rights Act , as applicable. Informed K12 will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect District Data, including Personal Information, as described in the Informed K12 Privacy Policy.

4. Payment Terms. Unless specified otherwise in an additional Order Form or SOW, District shall pay to Informed K12 within 30 days from the Effective Date and in US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form or SOW, or both (the "Fees"). Informed K12 reserves the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by up to a maximum of 5% annually, by delivering written notice to District.

5. Term; Termination. The term length shall be through 06/30/2027 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30-day notice period. Upon any termination of this Agreement, (a) District shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (iii) certify in writing to Informed K12 that District has complied with these requirements; (b) Informed K12 shall disengage District's access to the Service, and (c) both parties shall within an agreed upon timeframe, or if no such timeframe exists, within 30 days, return to the other or destroy the other party's Confidential Information.

6. General Warranties.

6.1. By Informed K12. Informed K12 warrants to District that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by District to access the Service, including any lack of interoperability with such third-party systems or components. Informed K12's sole liability and District's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Informed K12's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported nonconformity, or (ii) terminate this Agreement and refund to District that portion of any prepaid Fee associated with any unused balance of the Term. Informed K12 shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

6.2. By District. District warrants that: (a) District owns or has sufficient rights in and to the Customer Data and District's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) District will comply with all Laws related to District's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the District. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

7. Customer Indemnification Obligations. District shall indemnify and hold Informed K12 harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by District of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of District; (iii) any actual or alleged non-compliance by District with applicable laws and regulations; or (iv) District's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein.

8. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party.

9. General.

9.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

9.2. Assignment. District may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Informed K12. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

9.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

9.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.

9.5. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

9.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in California shall have exclusive jurisdiction and venue to adjudicate any

dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

9.7. Modifications to Terms. Other than the modifications incorporated through Schedule A, any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by District shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

Informed K12 Signature	
Signature	Jennifer Bundy Jennifer Bundy [04/23/2026 1:37pm PDT]
Print Name	Jennifer Bundy
Print Title	VP Finance & Operations
Date	04/23/2026
Notice Contact	Jennifer Bundy
Notice Address	555 12th Street, Suite 1670 Oakland, CA 94607
Notice Email	accounting@informedk12.com

District Signature	Chualar Union School District
Signature	
Print Name	
Print Title	
Date	

Notice Contact	
Notice Address	
Notice Email	

District Invoice Contact

Please provide the contact information for your Accounts Payable department who will process invoices.

Invoice Contact Name	
Email	

InformedK12

555 12th Street, Suite 1670
Oakland, CA 94607
www.informedk12.com

Appendix A: Order Form

Our Mission

At Informed K12, we transform district-level operations by connecting complex forms and workflows across departments. Our platform automates routine processes, provides real-time visibility into administrative tasks, and delivers hands-on support — enabling districts to operate efficiently and focus resources on their educational impact.

Expected Outcomes

Data-Driven Leadership

- Unify siloed information into comprehensive operational intelligence
- Enable evidence-based decision making through real-time insights across all departments
- Provide Cabinet-level visibility into district performance, efficiency, and strategic initiatives

Enhanced Service Delivery

- Create seamless experiences for students, families, and staff by closing service gaps
- Accelerate critical processes from hiring to procurement, improving district responsiveness
- Build community trust and board confidence through transparent operations

Strategic Resource Allocation

- Streamline fragmented approval processes into coordinated, district-wide workflows
- Optimize budget efficiency while ensuring equitable resource distribution across schools
- Maximize available funding through streamlined grant management and compliance tracking

Operational Excellence & Accountability

- Eliminate manual bottlenecks through automated, cross-departmental collaboration
- Strengthen oversight and compliance across all district operations
- Reduce administrative burden by 85%, freeing leadership to focus on educational priorities

555 12th Street, Suite 1670
Oakland, CA 94607
www.informedk12.com

Participating District Project Team

Executive Sponsor

- Receives status reports on baseline success metrics
- Signs off on major priority and launch decisions
- Provides visibility to district's key business, financial, and operational initiatives to ensure Informed K12 stays aligned to cabinet's priorities

Project Manager

- Schedules meetings and manages announcements
- Makes workflow design and rollout decisions

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis.

Primary District Contacts for this Agreement	x
District to provide based on role descriptions.	
Forms Admin Name	
Forms Admin Email	
People Admin Name	
People Admin Email	
Initial Form Creator Name	
Initial Form Creator Email	

InformedK12

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Oakland, CA 94607
www.informedk12.com

Software Package

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- No additional cost for API Access (does not include API platform setup)
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

License Name	Full District License
License Term Start Date	07/01/2026
License Term End Date	06/30/2027
License Renewal Date	07/01/2027
Cost	$ 16,500.00

Implementation Package	
Implementation Type	InformedPay Implementation
District Processes to Implement	Up to 5
Start Month	06/01/2026
End Month	08/31/2026
Cost	$ 4,538.00

Cost includes a one-time discount in the amount of $4,537 or 50% off the standard InformedPay implementation cost.

Total Cost Due	**$** 21,038.00	*Pricing Expires* 05/31/2026

Implementation Terms

Informed K12 will provide 1-1 training and consultation during the implementation timeframe, including customized set up of District-identified forms. District is responsible for providing contacts to serve as platform administrators and form creators and materials they would like to put on the platform within a timely manner. In the event that District encounters delays in fulfilling requisite steps to completing the project, the implementation timeline will remain unaltered. Informed K12 will not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing contact information, required documents, or training dates). At any time during implementation, District may also utilize the Informed K12 Support team for additional needs.

District may purchase additional implementation packages at any time during the service agreement term. Additional implementation package fees will be priced at Informed K12's then-current standard rates, which may differ from the original implementation package pricing.

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to contracts@informedk12.com.

Taxes Not Included

The costs shown on this Order Form do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing. If your District is tax-exempt in states that charge sales tax for software, please submit a tax-exempt letter.

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email accounting@informedk12.com.

Signature

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

Authorized Signature	
Date Signed	
Printed Name	

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Oakland, CA 94607
www.informedk12.com

Appendix B: Order Form

This Draft SOW represents forms currently identified by the Customer as priority forms to implement. This SOW may change during or after project kickoff.

Customer Project Lead	

Process Name	**Department**	**Form Owner Name & Email**
Extra Duty Pre Approval		
Timesheet 1		
Timesheet 2		

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Oakland, CA 94607
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Schedule A: Schedule of Modifications

Schedule of Modifications. The following modifications to the Master Service Agreement terms are agreed upon by the parties (check one):

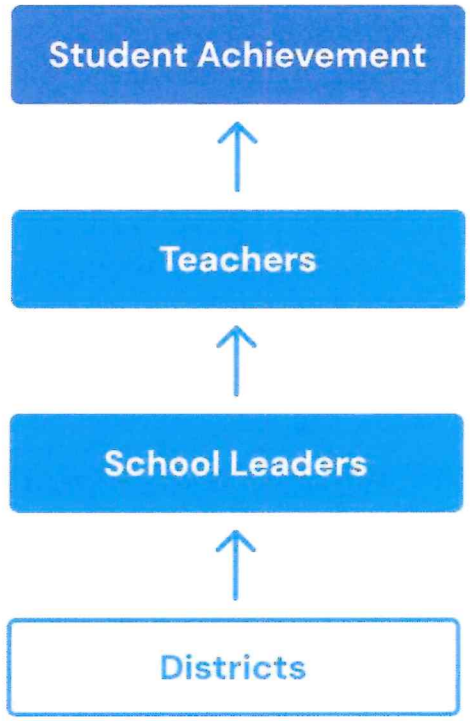
☒ No modifications - All standard Master Service Agreement terms apply without modification.
☐ The following terms are hereby modified:

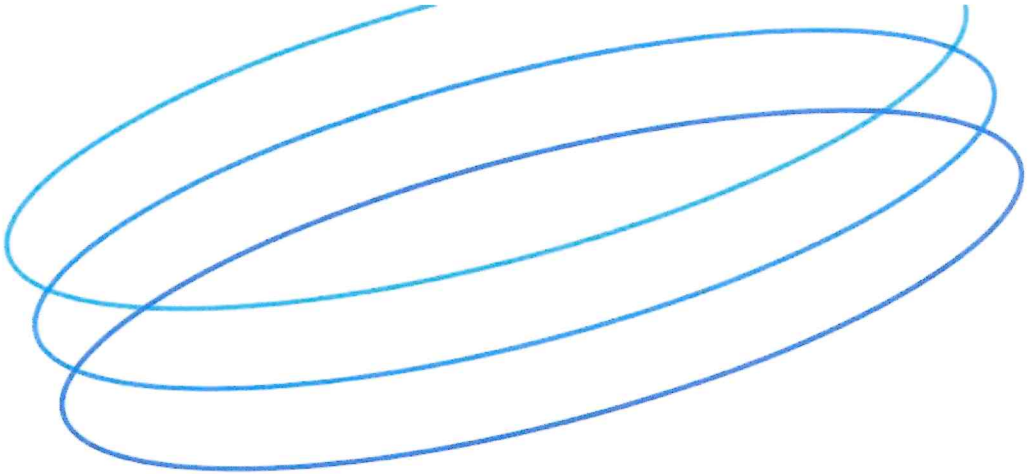
In many ways, district-level processes have the greatest impact on student outputs and outcomes.

Districts control hiring, placements, and professional development processes.

A New Vision for School Accountability

Center for American Progress





Transform the Process. Empower the Purpose.

K-12 Process Orchestration

InformedK12

District Name

Schools run on forms. And they're everywhere.

Business Services

Travel and Conference
Budget Transfer
Mileage Reimbursement
Reimbursements (General)
Bus Pass Application
Purchase Card Form
Purchase Order / Req
Vendor Application

Human Resources

Timesheets
Transfer Requests
Onboarding
Offboarding
Personnel Action
Resignation
Retirement
PD Requests

Special Education

30 Day Interim Placement
Amendment Form
504 Plan Consent Form
Assessment Plan
Transportation
Teletherapy Consent
SEIS IEPs for E-Signature
IEP Consent and Signature

Education Services

Inter-district Transfer
Intra-district Transfer
Summer School Application
Remote Learning Agreement
Special Program Applications
Transcript Request
Course Placement / Drop
Senior Grad / Non Grad

Student Services

Residency Affidavit
Student Work Permit
After School Applications
Field Trip
Discipline Forms

Early Childhood

Application for Care
Enrollment Packet
Parent Income Declaration
Residency Declaration
Emplyment Verification
Child Information Sheet
Caregiver Authorization

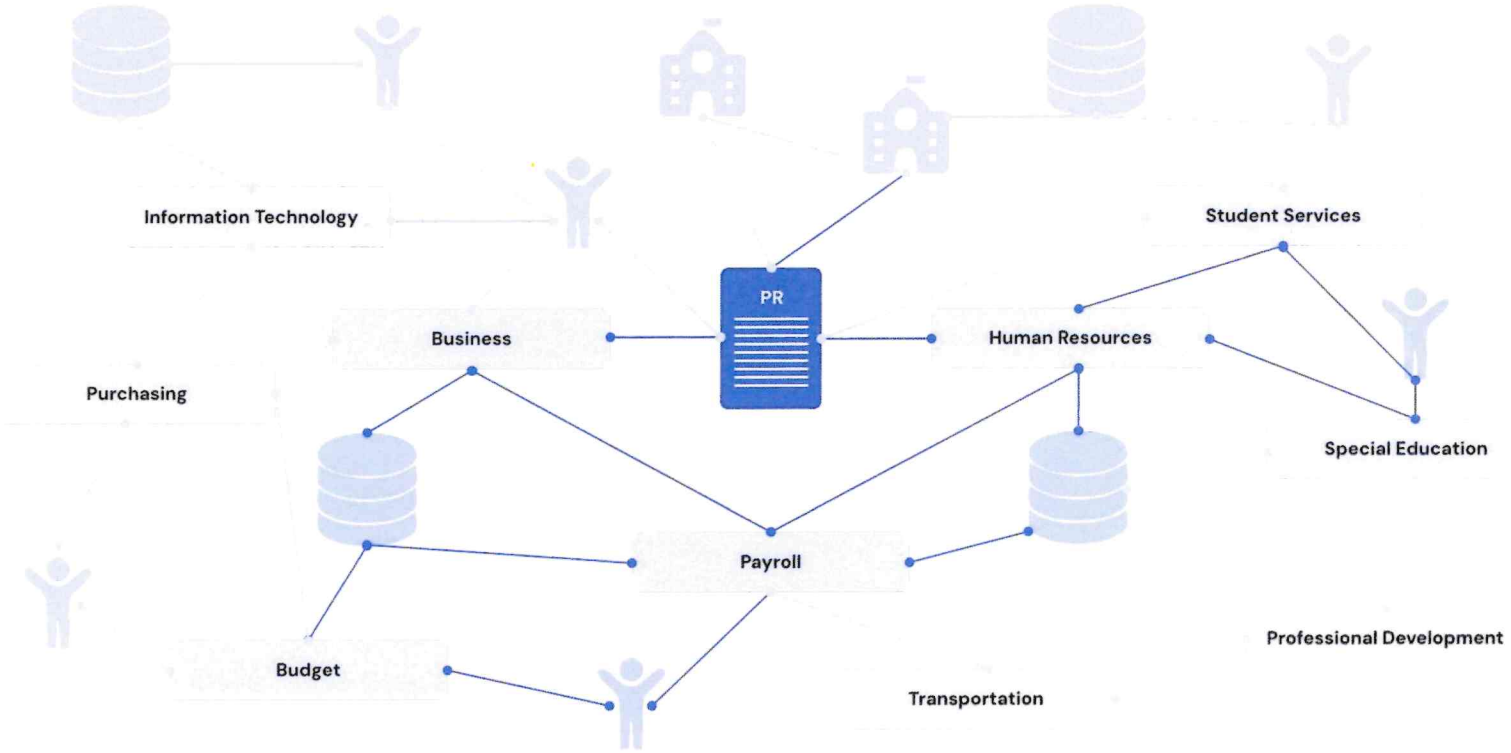
Administration

Board Reports
Donations
Fundraising REquests
Handbooks
Contact Change Form
Textbook and Library

Legal

Contracts
Agreements
Collective Bargaining

Any single form can move across stakeholders, sites, departments, and systems.



InformedK12

These forms represent critical people, budgets, and services.

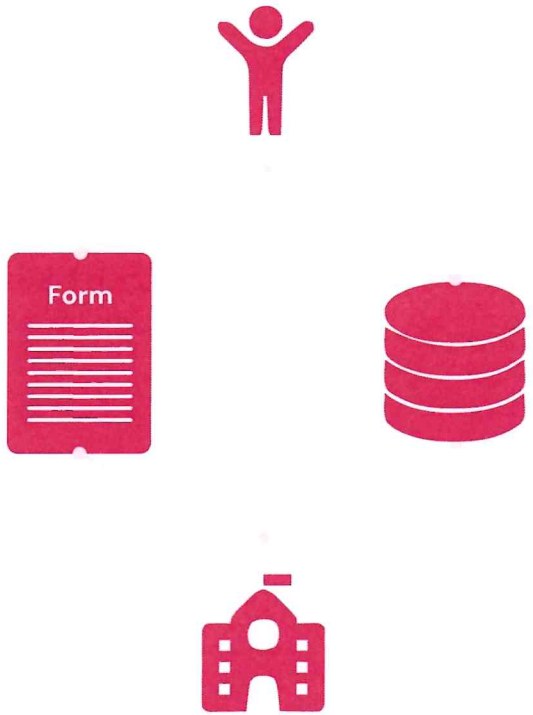







The Fallout: What happens when a single process fails?

- **A substitute isn't paid on time**, causing retention issues and staffing shortages.
- **An enrollment transfer error miscalculates student counts,** impacting funding and staffing.
- **A missed overtime approval leads to unbudgeted expenses,** creating financial risk.
- **A lost field trip request results in inequities,** with some students missing out.
- **A misplaced ASB funds reconciliation raises audit concerns,** risking compliance issues.



Even one broken process can create:
→ **budget overruns, compliance risks, and service disruptions.**

The ERP systems can't solve the problem.



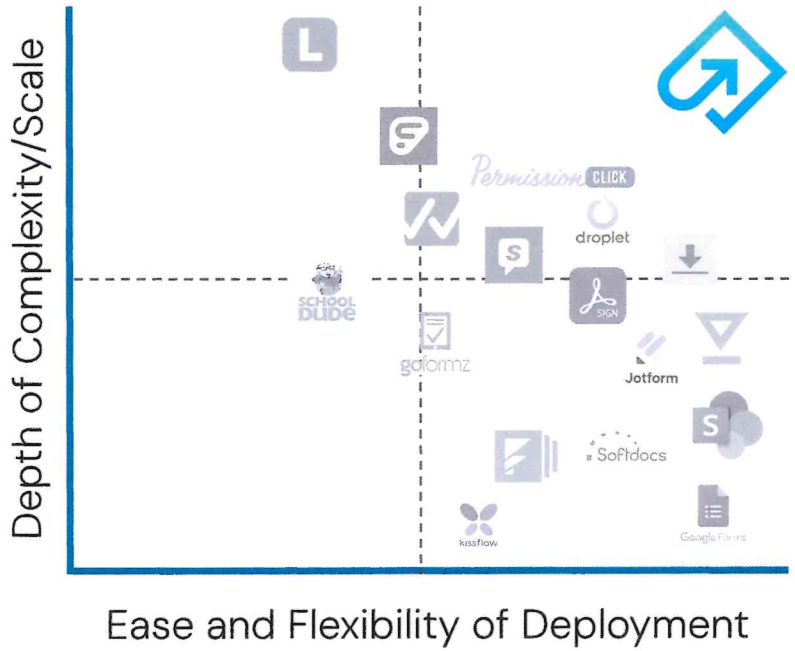
Financial ERP

Human Resources Informational System

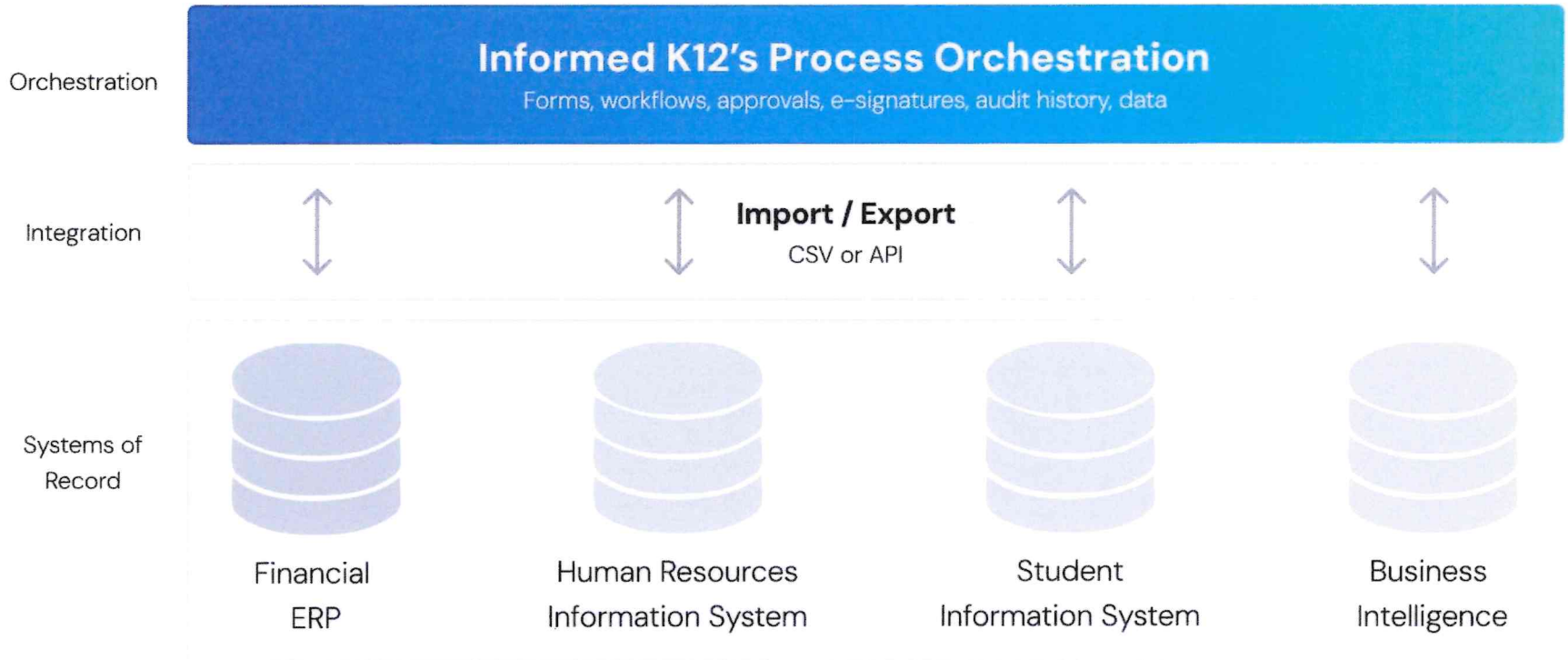
Student Information System

They are trapped in silos and lack the flexibility, adaptability, and responsiveness required to handle the dynamic forms and workflows that K-12 schools rely on daily

Form point solutions fail to address the complexity and flexibility required in K-12



Integrated to where you work



InformedK12

Driving Measurable Impact

Optimize Budget

35x faster approvals and processing

100% elimination of material costs

Unlock millions in available funding

Reduce Risk

Mitigate millions in potential risk from unauthorized spending and compliance violations

Improve Service

Unlock workforce capacity by reducing admin burden and streamlining collaboration



"IK12 is exceeding our expectations each step of the way"

Jason, Dir. of Business Services
Fremont Union

Trusted by district partners nationwide

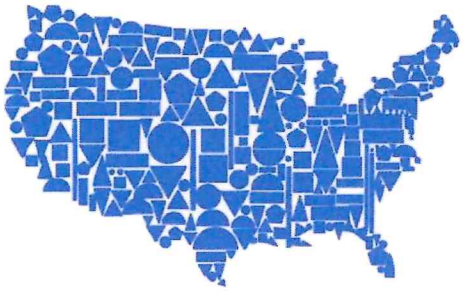
400+
School Districts

10k+
Administrators

74
Net Promotor Score
*EdTech Avg = 47

99.1%
Retention
*EdTech Avg = 73%

Washington, Tacoma · 30k
Colorado, Eagle County · 6k
California, Oakland · 48k
Texas, Granbury · 7k
New York, Greece · 11k
Michigan, Northsville · 7k









InformedK12

5

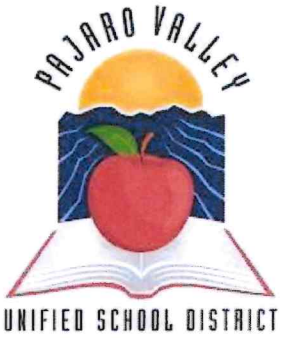










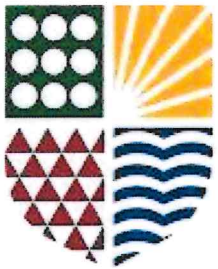












San Benito
HIGH SCHOOL DISTRICT

TERMS AND CONDITIONS:
Proposal date: 4.22.2026

PRICING

Simple & fixed pricing our promise

	Unlimited License
Scope of work	Unlimited processes
Dedicated expert workflow implementer	3 months
Training	Included
Technical & process improvement support	Unlimited
E-signatures, accounts, storage, data exportability	Unlimited
Annually	$16,500
One-time implementation	$4,538
Implemented Processes	Up to 5

BID FORM

CHUALAR UNION SCHOOL DISTRICT
24285 LINCOLN STREET, SCHOOL OFFICE (ROOM 28)
CHUALAR, CALIFORNIA 93925

Dear Board Members:

The undersigned, doing business under the firm name of Courtney Inc., hereby proposes and agrees to enter into a contract, with the Chualar Union School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Multipurpose Room Gutters Replacement & Flat Roof Coating project, Chualar Union Elementary School, 24285 Lincoln Street, Chualar, CA 93925 **(the "Contract").**

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of One hundred and two thousand and fifteen Dollars ($ 102,015.00).

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s) if the Owner elects to include one or more of them in the Contract at the time of award:

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the

Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

Check one of the following boxes:

- ☐ The undersigned bidder is prequalified with the Owner pursuant to Public Contract Code section 20111.6 to submit a bid in the above amount for this Contract.
- ☒ Prequalification pursuant to Public Contract Code section 20111.6 is not required for this Contract.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

Courtney Inc, Attention: Cassandra Sjouwke
5914 Las Positas Rd, Livermore, CA 94551

Our Public Liability and Property Damage Insurance is placed with:

Highlander Specialty

Our Workers' Compensation Insurance is placed with:

State National

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date _____	Addendum No. _____ Date _____
Addendum No. 2 Date _____	Addendum No. _____ Date _____
Addendum No. _____ Date _____	Addendum No. _____ Date _____

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: Courtney Inc.

Business Address: 16781 Millikan Ave, Irvine CA 92606

Telephone Number: 925-271-7589

California Contractor License No.: 699236

Class and Expiration Date: C8, C39, C61-D12, C33 / EXP 11-30-2026

Public Works Contractor Registration No.: 1000007792

State of Incorporation, if Applicable: CA

INDIVIDUAL:

_____ Dated: _____, 20__

_____ (*Name*)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ Dated: _____, 20__

_____ (*Name*)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

Justin Courtney Digitally signed by Justin Courtney DN: C=US, E=Norcal@courtneyinc.com, O=Courtney Inc., CN=Justin Courtney Date: 2026.05.11 13:38:11 -07'00'

Dated: May 11, 2026

Justin Courtney (*Name*)

President (Chairman, Pres., or Vice-Pres.)

Robert Gilbert Digitally signed by Robert Gilbert DN: C=US, E=Norcal@courtneyinc.com, O=Courtney Inc, OU=CFO, CN=Robert Gilbert Date: 2026.05.11 13:38:43 -07'00'

Dated: May 11, 2026

Robert Gilbert (*Name*)

CFO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

Unanimous Written Consent

Of

The Board Of Directors

Of

Courtney Inc

The undersigned, being all of the members of the Board of Directors of Courtney Inc, organized and existing under the laws of California ("Corporation"), hereby approves and consents to the adoption of the following resolutions in lieu of holding a meeting, providing notice, or taking a vote:

Resolved: Justin Courtney is authorized to sign all Bonds, Bid Documents, and Contracts on behalf of Courtney, Inc

Resolved: Justin Courtney is authorized to sign all Bonds, Bid Documents, and Contracts on behalf of Courtney, Inc.

This consent may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one instrument.

The undersigned directs that an executed copy of this consent shall be filed with the minutes of the proceedings of the Corporation's Board of Directors.

IN WITNESS WHEREOF, the undersigned directors have duly executed this Unanimous Written Consent and is effective as of January 5, 2026.

George Courtney
CEO

Date 1/5/26

Minutes of the Board of Directors Meeting

of Courtney, Inc

A regular meeting of the Board of Directors of the above corporation was held on January 6, 2026 at 8:00 AM at the corporation's place of business.

The purpose of the meeting: To provide Authorization for Justin Courtney as President of Nor Cal operations to sign on Behalf of Courtney, Inc for all contracts, bonds, and bids

Quorum. A quorum was declared present based on the presence of the following Directors:

Director Name: George Courtney

Authorization of Corporate Action. The Officers were authorized to take all actions and to sign all documents reasonably needed to:

- To provide authorization for Justin Courtney as Courtney Inc President of Bay Area to sign on behalf of Courtney, Inc.

There being no further business, the meeting was duly adjourned.

These Minutes are certified by Courtney, Inc's CEO.

George Courtney
CEO

1/5/26

MINUTES OF THE BOARD OF DIRECTORS MEETING OF COURTNEY, INC

A regular meeting of the Board of Directors of the above corporation was held on January 02, 2019 at 8:00 AM at the corporation's place of business.

The purpose of the meeting: To provide authorization for Robert C Gilbert as CFO for Courtney, Inc to sign on behalf of Courtney, Inc for purchasing of corporate vehicles.

I. QUORUM. A quorum was declared present based on the presence of the following Directors:

- Director: George Courtney

The following corporate actions were taken by appropriate motions duly made, seconded, and adopted by the majority vote of the Directors entitled to vote (unless a higher voting approval is stated).

II. REVISE/APPROVE PREVIOUS MINUTES. The minutes of the January 02, 2018 meeting were approved.

III. AUTHORIZATION OF CORPORATE ACTION. The Officers and Directors were authorized to take all actions and to sign all documents reasonably needed to:

- To provide authorization for Robert C Gilbert as CFO for Courtney, Inc to sign on behalf of Courtney, Inc

There being no further business, the meeting was duly adjourned.

These Minutes are certified by Courtney, Inc's CEO.

By: _____ Date: 1/2/18

George Courtney
CEO

This is a RocketLawyer.com document.

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars ($25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars ($25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount) [delete this column if not desired; is not required by law]	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Supplier		Elevating Sales Corp	Brea, Ca		

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 11, 20 26, at Livermore [*city*], CA [*state*].

Signature: Justin Courtney Digitally signed by Justin Courtney DN: C=US, E=Norcal@courtneyinc.com, O=Courtney Inc., CN=Justin Courtney Date: 2026.05.11 13:27:01-07'00'

Print Name: Justin Courtney

Title: President

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: May 11, 2026

Justin Courtney

Digitally signed by Justin Courtney
DN: C=US, E=Norcal@courtneyinc.com, O=Courtney Inc., CN=Justin Courtney
Date: 2026.05.11 13:29:02-07'00'

Signature

Name: Justin Courtney

Title: President

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that 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. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
Courtney Inc.	33-0624002
By (Authorized Signature) Justin Courtney Digitally signed by Justin Courtney DN: C=US, E=Norcal@courtneyinc.com, O=Courtney Inc., CN=Justin Courtney Date: 2026.05.11 13:33:05 -07'00'	
Printed Name and Title of Person Signing Justin Courtney, President	
Date Executed 5/11/2026	*Executed in* Livermore, CA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/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.

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

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION		
BIDDER'S NAME Courtney Inc.	BUSINESS ADDRESS 5914 Las Positas Rd, Livermore, CA 94551	TELEPHONE NUMBER 925-202-4292
SCHOOL DISTRICT Chualar Union School District	COUNTY Monterey	APPLICATION NO.

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	3,500.00					
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE	98,515.00					
E. Total Bid	102,015.00					

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
Courtney Inc.	16781 Millikan Ave. Irvine, CA 92606	Samuel Espinosa
TELEPHONE NUMBER	OWNER	COUNTY
925-835-7523	Justin Courtney	Orange

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*):			
Elevating Sales Corp	714-404-2023	5/13/2026	Mike Spazafumo
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, George Courtney 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
George Courtney Digitally signed by George Courtney DN: C=US, E=gcourt@courtneyinc.com, O=Courtney Inc., CN=George Courtney Date: 2026.05.11 13:37:22 -07'00'	5/11/2026

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: 2026-04 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		05/14/2026
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
		05/14/2026
(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: (If more than one firm, list on extra sheets.) (Print or Type Name)

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		05/14/2026
(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)**:

		05/14/2026
(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)

PRINT CLEAR

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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: 2026-04 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)**:

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
Lawrence M. Spazafuom		05/14/2026
		05/14/2026

(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)**:

(Printed Name)	(Signature)	(Date Signed)
Lawrence M. Spazafumo		05/14/2026

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

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

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)
		05/14/2026

Page ___ of ___

PRINT CLEAR

2025-07-01 09:18:51 system

Registration Date

* Contractor

1000007792 - COURTNEY INC.

* Registration Start Date

2025-07-01

Registration Status

Active

* Registration End Date

2028-06-30

Transaction

TRANSACT0025431

Renewal

Activity

Activity

No readable comment field

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Nondiscrimination Notice
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dca

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **699236** Entity CORP

Business Name COURTNEY INC

Classification(s) C-8 C61/D12 C33 C39 C43

Expiration Date 11/30/2026 www.cslb.ca.gov

BID FORM

CHUALAR UNION SCHOOL DISTRICT
24285 LINCOLN STREET, SCHOOL OFFICE (ROOM 28)
CHUALAR, CALIFORNIA 93925

Dear Board Members:

The undersigned, doing business under the firm name of Scudder Roofing Co, hereby proposes and agrees to enter into a contract, with the Chualar Union School District ("Owner"), to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work as described hereinafter and in the Contract Documents as Multipurpose Room Gutters Replacement & Flat Roof Coating project, Chualar Union Elementary School, 24285 Lincoln Street, Chualar, CA 93925 **(the "Contract").**

Bid Amount (Base Bid):

The undersigned proposes to furnish such labor, materials, applicable taxes, equipment and services for the amount of One Hundred Six thousand three Hundred and Ten. Dollars ($106,310.00).

Alternate Bid Scopes:

In addition to the above base bid, the undersigned bidder proposes and agrees to perform the Contract with the following alternate scope(s) of work for the listed price adjustment(s) if the Owner elects to include one or more of them in the Contract at the time of award:

Miscellaneous:

The low bid shall be determined as described in the Notice to Bidders.

The undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of a Notice of Award or prior to the commencement of the Work, whichever is earlier, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the Instructions to Bidders.

The undersigned declares that it has read and understands the Contract Documents, including but not limited to the Notice to Bidders, the Instructions to Bidders, the

Agreement, the General Conditions, the Drawings, the Specifications, and any Special Conditions.

Check one of the following boxes:

- [X] The undersigned bidder is prequalified with the Owner pursuant to Public Contract Code section 20111.6 to submit a bid in the above amount for this Contract.
- [ ] Prequalification pursuant to Public Contract Code section 20111.6 is not required for this Contract.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

3342 Paul davis drive
Marina CA 93933

Our Public Liability and Property Damage Insurance is placed with:

United Specialty Insurance Co.

Our Workers' Compensation Insurance is placed with:

Berkshire Hathaway Homestate
insurance Co.

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in Completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. 1 Date 5/11/2026		Addendum No. _____ Date _____	
Addendum No. 2 Date 5/11/2026		Addendum No. _____ Date _____	
Addendum No. _____ Date _____		Addendum No. _____ Date _____	

This bid may be withdrawn in writing at any time prior to the scheduled time for the opening of bids, including any authorized postponement thereof.

A bidder shall not submit this bid form unless the bidder's California contractor's license number appears clearly on it, the license expiration date and class are stated, and the bid form contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

Proof of Bidder's registration per Labor Code §1725.5 must be submitted with this bid form.

NOTE: This bid form must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officers signing on behalf of a corporation shall be furnished with the bid.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Name of Company as Licensed in California: Scudder Roofing Company

Business Address: 3342 Paul davis drive, Marina CA

Telephone Number: 831 384-1500

California Contractor License No.: 445118

Class and Expiration Date: C-39 8/31/2027

Public Works Contractor Registration No.: 1000010044

State of Incorporation, if Applicable: CA

INDIVIDUAL:

_____ Dated: _____, 20__

_____ (*Name*)

PARTNERSHIP:

Evidence of authority to bind partnership is attached.

_____ Dated: _____, 20__

_____ (*Name*)

General Partner

CORPORATION:

Evidence of authority to bind corporation is attached.

_____ Dated: 5-13, 2026

Peter H. Snudden (*Name*)

Chairman (Chairman, Pres., or Vice-Pres.)

Jennifer Snudden Dated: 5/13, 2026

Jennifer Snudden (*Name*)

CFO (Secretary, Asst. Secretary, CFO, or Asst. Treasurer)

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor, and the California contractor license number and (for all projects over Twenty-Five Thousand Dollars ($25,000)) public works contractor registration number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For all projects over Twenty-Five Thousand Dollars ($25,000): For any bid proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work (description)	Portion of Work (dollar amount) [delete this column if not desired; is not required by law]	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	Public Works Contractor Registration Number
Cost - ~~Mark~~ # Logistics	$3,200 DVBE	Elevated Sales Corp 714-409-2023	331 Brea Hills Ave Brea CA 92823	N/A	1785259

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)
Formerly STD. 843

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: C25720002 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):**

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/ Manager)	(Date Signed)
Lawrence M. Spazafuom		05/15/2026
		05/15/2026

(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):**

(Printed Name)	(Signature)	(Date Signed)
Lawrence M. Spazafumo		05/15/2026

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

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

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)
		05/15/2026

PRINT CLEAR

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 13, 2026, at Murrieta [*city*], CA [*state*].

Signature: _____

Print Name: Peter H. Sudeller

Title: C.O.J.B.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility may comply with Education Code section 45125.2, in which case it would not have to comply with Section 45125.1. If such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. Therefore, the following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 5-13-2026

Signature

Name: Peter H. Sudduth

Title: C.O.T.B

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

> (1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

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
Scudder Roofing Co	3342 Paul Davis drive Marina CA	8313737212
SCHOOL DISTRICT	**COUNTY**	**APPLICATION NO.**
Chualar Union School district	Monterey	#2026-04

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	N/A	—	—	—	—
1.	$ 3,200.00					
2.						
3.						
4.						
C. Subtotal (A & B)	$ 3,200.00					
D. Non-DVBE	$ 103,110.00					
E. Total Bid	$ 106,310.00					

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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

CA

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

Copyright 2024 State of California

1000010044 - SCUDDER ROOFING & SCUDDER SUN ENERGY

Customer Account Lookup

PWCR

1000010044

Legal Entity Name

SCUDDER ROOFING & SCUDDER SUN ENERGY

Contractor Status

DIR Approved

Doing Business As (DBA)

SCUDDER ROOFING & SCUDDER SOLAR ELECTRIC

CSLB

445118

Business Structure

Corporation - S corp

Business Phone

8313841500

President

Jen Scudder

Ext

Email

pete@scudderroofing.com

Registration Start Date

2024-07-01

Registration End Date

2026-06-30

Crafts

Roofing

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that 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. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder 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. (PCC §2204(a).)

Bidder Name/Financial Institution (Printed) Sweeden Roofing Co.	*Federal ID Number (or n/a)* 942 90 -6312
By (Authorized Signature)	
Printed Name and Title of Person Signing Peter H. Sweden	
Date Executed 5-13-2026	*Executed in* Milpitas CA.

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/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.

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

Certificate

SCUDDER ROOFING COMPANY

I, Jennifer Scudder, Secretary of Scudder Roofing Company, a California corporation (the "Company"), hereby certify as follows:

1. The following resolutions were duly adopted by all the directors of the Company by unanimous written consent dated May 13, 2026, and those resolutions have not been amended and are in full force and effect:

   RESOLVED, that the Company prepare and submit a bid for work in the project known as Bid C #2026-04, Flat Roof Coating, and MPR Gutter replacement Project, Chualar School, 24285 Lincoln Street, Chualar, CA 93925 ("the Project") in accordance with the bid instructions of Chualar Union School District (the "Owner") and the other applicable requirements of bidding on the work in the Project at a bid amount determined by the President of the Company, and each of the officers of the Company is hereby authorized, for and on behalf of the Company, to take such action and to execute and deliver the Owner's bid agreements and documents and any other agreements and documents required or that he or she deems advisable in connection with the bid, any such other agreement or documents to be in such form and to contain such terms as the officer executing the same shall approve, his or her execution thereof to be conclusive evidence of such approval; and

   RESOLVED FURTHER, that if the Owner awards the Company the work bid for in the Project, the Company enter into a construction contract for the work on terms consistent with the award, and each of the officers of the Company is authorized, for and on behalf of the Company, to take such action and to execute and deliver a construction contract for the bid work and any other agreements and documents required or that he or she deems advisable in connection with contracting for and performing the bid work, any such other agreement or documents to be in such form and to contain such terms as the officer executing the same shall approve, his or her execution thereof to be conclusive evidence of such approval.

2. Appearing below are the names of the persons authorized by the foregoing resolutions to act on behalf of the Company, and appearing opposite their names are their positions and specimens of their true and correct signatures:

Peter Scudder	Chairman of the Board	_____
Jennifer Scudder	President, Chief Financial Officer, and Secretary	Jennifer Scudder

3. Attached hereto as Exhibits A and B, respectively, are true and complete copies of the Articles of Incorporation, as amended, and the Bylaws, as amended, of the Company, and the same have not been otherwise amended and are in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate this 13th, day of May, 2026.

Jennifer Scudder

Jennifer Scudder, Secretary

I confirm the statements contained in the foregoing Certificate are true and correct.

Date: 5-13-2026

Peter Scudder, Chairman of the Board

Exhibit A

ARTICLES OF INCORPORATION

Exhibit B

BYLAWS

Unanimous Written Consent of Directors In Lieu of Special Board of Directors Meeting of Scudder Roofing Company

The undersigned directors of Scudder Roofing Company, a California corporation (the "Company"), consent to the following action of the board of directors of the Company without a meeting by unanimous consent of all directors of the Company.

The following resolutions are adopted by the board of directors:

RESOLVED, that the Company prepare and submit a bid for work in the project known as Bid C #2026-04 MPR Gutter replacement and Flat Roof Coating Project, Chualar Elementary School, 24285 Lincoln Street, Chualar, CA 93925 ("the Project") in accordance with the bid instructions of Chualar Union School District (the "Owner") and the other applicable requirements of bidding on the work in the Project at a bid amount determined by the Chairman of the Board of the Company, and each of the officers of the Company is hereby authorized, for and on behalf of the Company, to take such action and to execute and deliver the Owner's bid agreements and documents and any other agreements and documents required or that he or she deems advisable in connection with the bid, any such other agreement or documents to be in such form and to contain such terms as the officer executing the same shall approve, his or her execution thereof to be conclusive evidence of such approval; and

RESOLVED FURTHER, that if the Owner awards the Company the work bid for in the Project, the Company enter into a construction contract for the work on terms consistent with the award, and each of the officers of the Company is authorized, for and on behalf of the Company, to take such action and to execute and deliver a construction contract for the bid work and any other agreements and documents required or that he or she deems advisable in connection with contracting for and performing the bid work, any such other agreement or documents to be in such form and to contain such terms as the officer executing the same shall approve, his or her execution thereof to be conclusive evidence of such approval.

Dated: May 13, 2026

Peter Scudder, Director

Jennifer Scudder, Director

Esmeralda Contreras-Heredia, Director

5

State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUN 15 1983

March Fong Eu

Secretary of State

1143942

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
JUN 8 1983
MARCH FONG EU, Secretary of State
Leslie Glenn
Deputy

ARTICLES OF INCORPORATION

OF

SCUDDER ROOFING COMPANY

I

The name of this corporation is SCUDDER ROOFING COMPANY.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

PETER SCUDDER
6814 Paradise Road
Salinas, CA 93907

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100.

DATED: May 31, 1983.

Peter Scudder

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Peter Scudder

33013

State of California
Secretary of State

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 08 2006

BRUCE McPHERSON
Secretary of State

ENDORSED - FILED
in the office of the Secretary of State
of the State of California
DEC - 5 2006

CERTIFICATE OF AMENDMENT OF

ARTICLES OF INCORPORATION

Peter Scudder and Karen Scudder certify that:

1. They are the president and secretary, respectively, of Scudder Roofing Company, a California corporation.

2. Article IV of the Articles of Incorporation of this corporation is amended to read as follows:

> "This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 2,000,000."

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 25. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: November 29, 2006

Peter Scudder, President

Karen Scudder, Secretary

OFFICE OF THE SECRETARY OF STATE

BYLAWS
OF
SCUDDER ROOFING COMPANY

ARTICLE I
OFFICES

Section 1. PRINCIPAL OFFICES. The board of directors shall fix the location of the principal executive office of the corporation at any place within or outside the State of California. If the principal executive office is located outside this state, and the corporation has one or more business offices in this state, the board of directors shall fix and designate a principal business office in the State of California.

Section 2. OTHER OFFICES. The board of directors may at any time establish branch or subordinate offices at any place or places.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 1. PLACE OF MEETINGS. Meetings of shareholders shall be held at any place within or outside the State of California designated by the board of directors. In the absence of any such designation, shareholders' meetings shall be held at the principal executive office of the corporation.

Section 2. ANNUAL MEETING. The annual meeting of shareholders shall be held each year on a date and at a time designated by the board of directors. At each annual meeting directors shall be elected, and any other proper business within the power of the shareholders may be transacted.

Section 3. SPECIAL MEETING. A special meeting of the shareholders may be called at any time by the board of directors, or by the chairman of the board, or by the president or vice president, or by one or more shareholders holding shares in the aggregate entitled to cast not less than ten percent of the votes at that meeting.

If a special meeting is called by any person or persons other than the board of directors, the request shall be in writing, specifying the time of such meeting and the general nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by telegraphic or other facsimile transmission to the chairman of the board, the president, any vice president, or the secretary of the corporation. The officer receiving the request shall cause notice to be promptly given to the shareholders entitled to vote, in accordance with the provisions of Sections 4 and 5 of this Article II, that a meeting will be held at the time requested by the person or persons calling the meeting, not less than thirty-five (35) nor more than sixty (60) days after the receipt of the request. If the notice is not given within twenty (20) days after receipt of the request, the person or persons requesting the meeting may give the notice. Nothing contained in this

paragraph of this Section 3 shall be construed as limiting, fixing, or affecting the time when a meeting of shareholders called by action of the board of directors may be held.

Section 4. NOTICE OF SHAREHOLDERS' MEETINGS. All notices of meetings of shareholders shall be sent or otherwise given in accordance with Section 5 of this Article II not less than ten (10) nor more than sixty (60) days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted, or (ii) in the case of the annual meeting, those matters which the board of directors, at the time of giving the notice, intends to present for action by the shareholders. The notice of any meeting at which directors are to be elected shall include the name of any nominee or nominees whom, at the time of the notice, management intends to present for election.

If action is proposed to be taken at any meeting for approval of (i) a contract or transaction in which a director has a direct or indirect financial interest under section 310 of the Corporations Code of California, (ii) an amendment of articles of incorporation under section 902 of that code, (iii) a reorganization of the corporation under section 1201 of that code, (iv) a voluntary dissolution of the corporation under section 1900 of that code, or (v) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares under section 2007 of that code, the notice shall also state the general nature of that proposal.

Section 5. MANNER OF GIVING NOTICE; AFFIDAVIT OF NOTICE. Notice of any shareholders' meeting shall be given either personally or by first-class mail or telegraphic or other written communication, charges prepaid, addressed to the shareholder at the address of that shareholder appearing on the books of the corporation or given by the shareholder to the corporation for the purpose of notice. If no such address appears on the corporation's books or has been so given, notice shall be deemed to have been given if sent to that shareholder by first-class mail or telegraphic or other written communication to the corporation's principal executive office, or if published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally, deposited in the mail, delivered to a common carrier for transmission to the recipient, actually transmitted by electronic means to the recipient by the person giving the notice, or sent by other means of written communication.

If any notice addressed to a shareholder at the address of that shareholder appearing on the books of the corporation is returned to the corporation by the United States Postal Service marked to indicate that the United States Postal Service is unable to deliver the notice to the shareholder at that address, all future notices or reports shall be deemed to have been duly given without further mailing if these shall be available to the shareholder on written demand of the shareholder at the principal executive office of the corporation for a period of one year from the date of the giving of the notice.

An affidavit of the mailing or other means of giving any notice of any shareholders' meeting may be executed by the secretary, assistant secretary, or any transfer agent of the corporation giving the notice, and filed and maintained in the minute book of the corporation.

Section 6. QUORUM. The presence in person or by proxy of the holders of a majority of the shares entitled to vote at any meeting of shareholders shall constitute a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the shares required to constitute a quorum.

Section 7. ADJOURNED MEETING; NOTICE. Any shareholders meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the shares represented at that meeting, either in person or by proxy, but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in Section 6 of this Article II.

When any meeting of shareholders, either annual or special, is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place are announced at a meeting at which the adjournment is taken, unless a new record date for the adjourned meeting is fixed, or unless the adjournment is for more than forty-five (45) days from the date set for the original meeting, in which case the board of directors shall set a new record date. Notice of any such adjourned meeting, if required, shall be given to each shareholder of record entitled to vote at the adjourned meeting in accordance with the provisions of Sections 4 and 5 of this Article II. At any adjourned meeting the corporation may transact any business that might have been transacted at the original meeting.

Section 8. VOTING. The shareholders entitled to vote at any meeting of shareholders shall be determined in accordance with the provisions of Section 11 of this Article II, subject to the provisions of sections 702 to 704, inclusive, of the Corporations Code of California (relating to voting shares held by a fiduciary, in the name of a corporation, or in joint ownership). The shareholders' vote may be by voice vote or by ballot; provided, however, that any election for directors must be by ballot if demanded by any shareholder before the voting has begun. On any matter other than the election of directors, any shareholder may vote part of the shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal, but, if the shareholder fails to specify the number of shares which the shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares that the shareholder is entitled to vote. If a quorum is present (or if a quorum had been present earlier at the meeting but some shareholders had withdrawn) the affirmative vote of a majority of the shares represented and voting, provided such shares voting affirmatively also constitutes a majority of the number of shares required for a quorum, shall be the act of the shareholders, unless the vote of a greater number of voting by classes is required by California General Corporation Law or by the articles of incorporation.

At a shareholders' meeting at which directors are to be elected, no shareholder shall be entitled to cumulate votes (i.e., cast for any candidate a number of votes greater than the number of votes which such shareholder normally is entitled to cast), unless the candidates' names have been placed in nomination before commencement of the voting and a shareholder has given notice before commencement of the voting of the shareholder's intention to cumulate votes. If any shareholder has given such a notice, then every shareholder entitled to vote may cumulate votes for candidates in nomination and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which that shareholder's shares are normally entitled, or distribute the shareholder's votes on the same principle among any or all of the candidates, as the shareholder thinks fit. The candidates receiving the highest number of votes, up to the number of directors to be elected, shall be elected.

Section 9. WAIVER OF NOTICE OR CONSENT BY ABSENT SHAREHOLDERS. The transactions of any meeting of shareholders, either annual or special, however called and noticed, and wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote, who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting, or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of shareholders, except that if action is taken or proposed to be taken for approval of any of those matters specified in the second paragraph of Section 4 of this Article II, the waiver of notice or consent shall state the general nature of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Attendance by a person at a meeting shall also constitute a waiver of notice of that meeting, except when the person objects, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened, and except that attendance at a meeting is not a waiver of any right to object to the consideration of matters required by law to be included in the notice of the meeting, but not so included, if that objection is expressly made at the meeting.

Section 10. SHAREHOLDER ACTION BY WRITTEN CONSENT WITHOUT A MEETING. Any action which may be taken at any annual or special meeting of shareholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, is signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take that action at a meeting at which all shares entitled to vote on that action were present and voted.

Directors may be elected by written consent without a meeting only if the written consents of all outstanding shares entitled to vote are obtained, except that a vacancy in the board (other than a vacancy created by removal of a director) not filled by the board may be filled by the written consent of the holders of a majority of the outstanding shares entitled to vote.

All such consents shall be filed with the secretary of the corporation and shall be maintained in the corporate records. Any shareholder giving a written consent, or the shareholder's proxy holder, or a transferee of the shares or a personal representative of the shareholder or their respective proxy holders, may revoke the consent by a writing received by the secretary of the corporation before written consents of the number of shares required to authorize the proposed action have been filed with the secretary.

If the consents of all shareholders entitled to vote have not been solicited in writing, and if the unanimous written consent of all such shareholders shall not have been received, the secretary shall give prompt notice of the corporate action approved by the shareholders without a meeting. This notice shall be given in the manner specified in Section 5 of this Article II. In the case of approval of (i) contracts or transactions in which a director has a direct or indirect financial interest under section 310 of the Corporations Code of California, (ii) indemnification of agents of the corporation, under section 317 of that code, (iii) a reorganization of the corporation, under section 1201 of that code, or (iv) a distribution in dissolution other than in accordance with the rights of outstanding preferred shares, under section 2007 of that code, notice of such approval shall be given at least ten (10) days before the consummation of any action authorized by that approval.

Section 11. RECORD DATE FOR SHAREHOLDER NOTICE, VOTING, AND GIVING CONSENTS. For purposes of determining the shareholders entitled to notice of any meeting or to vote or entitled to give consent to corporate action without a meeting, the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) days or less than (10) days before the date of any such meeting or more than sixty (60) days before any such action without a meeting and in this event only shareholders of record at the close of business on the date so fixed are entitled to notice and to vote or to give consents, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date, except as otherwise provided in California General Corporation Law.

If the board of directors does not so fix a record date:

(a) The record date for determining shareholders entitled to notice of or to vote at a meeting of shareholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held.

(b) The record date for determining shareholders entitled to give consent to corporate action in writing without a meeting, (i) when no prior action by the board has been taken, shall be the day on which the first written consent is given, or (ii) when prior action of the board has been taken, shall be at the close of business on the day on which the board adopts the resolution relating to that action, or the sixtieth (60th) day before the date of such other action, whichever is later.

Section 12. PROXIES. Every person entitled to vote for directors or on any other matter shall have the right to do so either in person or by one or more agents authorized by a written proxy signed by the person and filed with the secretary of the corporation. A proxy shall be deemed signed if the shareholder's name is placed on the proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise) by the shareholder or the shareholder's attorney in fact. A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless (i) revoked by the person executing it, before the vote pursuant to that proxy, by a writing delivered to the corporation stating that the proxy is revoked, or by attendance at the meeting and voting in person by the person executing the proxy or by a subsequent proxy executed by the same person and presented at the meeting; or (ii) written notice of the death or incapacity of the maker of that proxy is received by the corporation before the vote pursuant to that proxy is counted; provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy. The revocability of a proxy that states on its face that it is irrevocable shall be governed by the provisions of sections 705(e) and 705(f) of the Corporations Code of California.

Section 13. INSPECTORS OF ELECTION. Before any meeting of shareholders, the board of directors may appoint any persons other than nominees for office to act as inspectors of election at the meeting or its adjournment. If no inspectors of election are so appointed, the chairman of the meeting may, and on the request of any shareholder or a shareholder's proxy shall, appoint inspectors of election at the meeting. The number of inspectors shall be either one (1) or three (3). If inspectors are appointed at a meeting on the request of one or more shareholders or proxies, the holders of a majority of shares or their proxies present at the meeting shall determine whether one (1) or three (3) inspectors are to be appointed. If any person appointed as inspector fails to appear or fails or refuses to act, the chairman of the meeting may, and upon the request of any shareholder or a shareholder's proxy shall, appoint a person to fill that vacancy.

These inspectors shall:

(a) Determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, and the authenticity, validity, and effect of proxies;

(b) Receive votes, ballots, or consents;

(c) Hear and determine all challenges and questions in any way arising in connection with the right to vote;

(d) Count and tabulate all votes or consents;

(e) Determine when the polls shall close;

(f) Determine the result; and

(g) Do any other acts that may be proper to conduct the election or vote with fairness to all shareholders.

ARTICLE III
DIRECTORS

Section 1. POWERS. Subject to the provisions of the California General Corporation Law and any limitations in the articles of incorporation and these

bylaws relating to action required to be approved by the shareholders or by the outstanding shares, the business and affairs of the corporation shall be managed and all corporate powers shall be exercised by or under the direction of the board of directors.

Without prejudice to these general powers, and subject to the same limitations, the board of directors shall have the power to:

(a) Select and remove all officers, agents, and employees of the corporation; prescribe any powers and duties for them that are consistent with law, with the articles of incorporation, and with these bylaws; fix their compensation; and require from them security for faithful service.

(b) Change the principal executive office or the principal business office in the State of California from one location to another; cause the corporation to be qualified to do business in any other state, territory, dependency, or county and conduct business within or without the State of California; and designate any place within or without the State of California for holding of any shareholders' meeting or meetings, including annual meetings.

(c) Adopt, make, and use a corporate seal; prescribe the forms of certificates of stock; and alter the form of the seal and certificates.

(d) Authorize the issuance of shares of stock of the corporation on any lawful terms, in consideration of money paid, labor done, services actually rendered, debts or securities cancelled, or tangible or intangible property actually received.

(e) Borrow money and incur indebtedness on behalf of the corporation, and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

Section 2. NUMBER AND QUALIFICATION OF DIRECTORS. The authorizerd number of directors shall be two (2) until changed by a duly adopted amendment to the articles of incorporation or by an amendment to this bylaw adopted by the vote or written consent of holders of a majority of the outstanding shares entitled to vote; provided, however, that an amendment reducing the number of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting, or the shares not consenting in the case of action by written consent, are equal to more than 16 2/3 percent of the outstanding shares entitled to vote.

Section 3. ELECTION AND TERM OF OFFICE OF DIRECTORS. Directors shall be elected at each annual meeting of the shareholders to hold office until the next annual meeting. Each director, including a director elected to fill a vacancy, shall hold office until the expiration of the term for which elected and until a successor has been elected and qualified.

No reduction of the authorized number of directors shall have the effect of removing any directors before that director's term of office expires.

Section 4. VACANCIES. A vacancy or vacancies in the board of directors shall be deemed to exist in the event of the death, resignation, or removal of any director, of if the board of directors by resolution declares vacant the office of a

director who has been declared of unsound mind by an order of court or convicted of a felony, or if the authorized number of directors is increased, or if the shareholders fail at any meeting of shareholders at which any director or directors are elected to elect the number of directors to be voted for at that meeting.

Any director may resign effective on giving written notice to the chairman of the board, the president, the secretary, or the board of directors, unless the notice specifies a later time for that resignation to become effective. If the resignation of a director is effective at a future time, the board of directors may elect a successor to take office when the resignation becomes effective.

Vacancies in the board of directors may be filled by a majority of the remaining directors, whether or not less than a quorum, or by a sole remaining director, except that a vacancy created by the removal of a director by the vote or written consent of the shareholders or by court order may be filled only by the vote of a majority of the shares entitled to vote represented at a duly held meeting at which a quorum is present, or by the unanimous written consent of the holders of the outstanding shares entitled to vote. The shareholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors, but any such election by written consent shall require the consent of a majority of the outstanding shares entitled to vote, except that filling a vacancy created by removal of a director shall require the written consent of the holders of all outstanding shares entitled to vote.

Each director so elected shall hold office until the next annual meeting of the shareholders and until a successor has been elected and qualified.

Section 5. PLACE OF MEETINGS AND MEETINGS BY TELEPHONE. Regular meetings of the board of directors may be held at any place within or outside the State of California that has been designated from time to time by the board. In the absence of such a designation, regular meetings shall be held at the principal executive office of the corporation. Special meetings of the board shall be held at any place within or outside the State of California that has been designated in the notice of the meeting or, if not stated in the notice or if there is no notice, at the principal executive office of the corporation. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, as long as all directors participating in the meeting can hear one another, and all such directors shall be deemed to be present in person at the meeting.

Section 6. ANNUAL MEETING. Immediately following each annual meeting of shareholders, the board of directors shall hold a regular meeting at the place that the annual meeting of shareholders was held or at any other place that shall have been designated by the board of directors, for the purpose of organization, any desired election of officers, and the transaction of other business. Notice of this meeting shall not be required.

Section 7. OTHER REGULAR MEETINGS. Other regular meetings of the board of directors shall be held without call at such time as shall from time to time be fixed by the board of directors. Such regular meetings may be held without notice.

Section 8. SPECIAL MEETINGS. Special meetings of the board of directors for any purpose or purposes may be called at any time by the chairman of the board or the president, any vice president, the secretary, or any two directors.

Notice of the time and place of special meetings shall be delivered personally or by telephone to each director or sent by first-class mail or telegram, charges prepaid, addressed to each director at that director's address as it is shown on the records of the corporation. In case the notice is mailed, it shall be deposited in the United States mail at least four (4) days before the time of meeting. In case the notice is delivered personally, or by telephone or telegram, it shall be delivered personally or by telephone or to the telegraph company at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the director or to a person at the office of the director whom the person giving the notice has reason to believe will promptly communicate it to the director. The notice need not specify the purpose of the meeting, nor need it specify the place if the meeting is to be held at the principal executive office of the corporation.

Section 9. QUORUM. A majority of the authorized number of directors shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 11 of this Article III. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the board of directors, subject to the provisions of section 310 of the Corporations Code of California (as to approval of contracts or transactions in which a director has a direct or indirect material financial interest), section 311 of that code (as to appointment of committees), and section 317(e) of that code (as to indemnification of directors). A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

Section 10. WAIVER OF NOTICE. The transactions of any meeting of the board of directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice if a quorum is present and if each director (a) has received notice of the meeting, (b) attends the meeting without protesting before or at the beginning of the meeting, the lack of notice to such director, or (c) before or after the meeting signs a waiver of notice, a consent to holding the meeting, or an approval of the minutes of the meeting. Any such waiver of notice or consent need not specify the purpose of the meeting. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. ADJOURNMENT. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 12. NOTICE OF ADJOURNMENT. Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty-four hours, in which case notice of the time and place shall be given before the time of the adjourned meeting, in the manner specified in Section 8 of this Article III, to the directors who were not present at the time of the adjournment.

Section 13. ACTION WITHOUT MEETING. Any action required or permitted to be taken by the board of directors may be taken without a meeting, if all members of the board shall individually or collectively consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the board of directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 14. FEES AND COMPENSATION OF DIRECTORS. Directors and members of committees may receive such compensation, if any, for their services, and such reimbursement of expenses, as may be fixed or determined by resolution of the board of directors. This Section 14 shall not be construed to preclude any director from serving the corporation in any other capacity as an officer, agent, employee, or otherwise, and receiving compensation for those services.

ARTICLE IV
COMMITTEES

Section 1. COMMITTEES OF DIRECTORS. The board of directors may, by resolution adopted by a majority of the authorized number of directors, designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board. The board may designate one or more directors as alternate members of any committee, who may replace any absent member at any meeting of the committee. Any committee, to the extent provided in the resolution of the board, shall have all the authority of the board, except with respect to:

(a) The approval of any action which, under the General Corporation Law of California, also requires shareholders' approval or approval of the outstanding shares;

(b) The filling of vacancies on the board of directors or in any committee;

(c) The fixing of compensation of the directors for serving on the board or on any committee;

(d) The amendment or repeal of bylaws or the adoption of new bylaws;

(e) The amendment or repeal of any resolution of the board of directors which by its express terms is not so amendable or repealable;

(f) A distribution to the shareholders of the corporation, except at a rate or in a periodic amount or within a price range determined by the board of directors; or

(g) The appointment of any other committees of the board of directors or the members of these committees.

Section 2. MEETINGS AND ACTION OF COMMITTEES. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Aticle III of these bylaws, Sections 5 (place of meetings), 7 (regular meetings), 8 (special meetings and notice), 9 (quorum), 10 (waiver of notice), 11

(adjournment), 12 (notice of adjournment), and 13 (action without meeting), with such changes in the context of those bylaws as are necessary to substitute the committee and its members for the board of directors and its members, except that the time of regular meetings of committees may be determined either by resolution of the board of directors or by resolution of the committee; special meetings of committees may also be called by resolution of the board of directors; and notice of special meetings of committees shall also be given to all alternate members, who shall have the right to attend all meetings of the committee. The board of directors may adopt rules for the governance of any committee not inconsistent with the provisions of these bylaws.

ARTICLE V
OFFICERS

Section 1. OFFICERS. The officers of the corporation shall be a president, a secretary, and a chief financial officer. The corporation may also have, at the discretion of the board of directors, a chairman of the board, one or more vice presidents, one or more assistant secretaries, one more assistant treasurers, and such other officers as may be appointed in accordance with the provisions of Section 3 of this Article V. Any number of offices may be held by the same person.

Section 2. ELECTION OF OFFICERS. The officers of the corporation, except such officers as may be appointed in accordance with the provisions of Section 3 or Section 5 of this Article V, shall be chosen by the board of directors, and each shall serve at the pleasure of the board, subject to the rights, if any, of an officer under a contract of employment.

Section 3. SUBORDINATE OFFICERS. The board of directors may appoint, and may empower the president to appoint, such other officers as the business of the corporation may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in the bylaws or as the board of directors may from time to time determine.

Section 4. REMOVAL AND RESIGNATION OF OFFICERS. Subject to the rights, if any, of an officer under any contract of employment, any officer may be removed, either with or without cause, by the board of directors, at any regular or special meeting of the board, or, except in case of an officer chosen by the board of directors, by any officer upon whom such power of removal may be conferred by the board of directors.

Any officer may resign at any time by giving written notice to the corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party.

notice of all meetings of the shareholders, of the board of directors, and of committees of the board of directors, required by the bylaws or by law to be given. The secretary shall keep the seal of the corporation if one is adopted, in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the board of directors or by the bylaws.

Section 10. CHIEF FINANCIAL OFFICER. The chief financial officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and shares. The books of account shall at all reasonable times be open to inspection by any director.

The chief financial officer shall deposit all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated by the board of directors. He shall disburse the funds of the corporation as may be ordered by the board of directors, shall render to the president and directors, whenever they request it, an account of all of his transactions as chief financial officer and of the financial condition of the corporation, and shall have other powers and perform such other duties as may be prescribed by the board of directors or the bylaws.

ARTICLE VI
INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER AGENTS

The corporation shall, to the maximum extent permitted by the California General Corporation Law, have power to indemnify each of its agents against expenses, judgments, fines, settlements, and other amounts actually and reasonably incured in connection with any proceeding arising by reason of the fact any such person is or was an agent of the corporation, and shall have power to advance to each such agent expenses incurred in defending any such proceeding to the maximum extent permitted by that law. For the purposes of this Article, an "agent" of the corporation includes any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a corporation that was a director, officer, employee, or agent of a corporation that was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation.

ARTICLE VII
RECORDS AND REPORTS

Section 1. MAINTENANCE AND INSPECTION OF RECORD OF SHAREHOLDERS. The corporation shall keep at its principal executive office, or at the office of its transfer agent or registrar, if either be appointed and as determined by resolution of the board of directors, a record of its shareholders, giving the names and addresses of all shareholders and the number and class of shares held by each shareholder.

A shareholder or shareholders of the corporation holding at least five percent (5%) in the aggregate of the outstanding voting shares of the corporation may (i) inspect and copy the records of shareholders' names and addresses and shareholdings during usual business hours on five days' prior written demand on the corporation, and (ii) obtain from the transfer agent of the corporation, on written demand and on the tender of such transfer agent's usual charges for such list, a list of the shareholders' names and addresses, who are entitled to vote for the election of directors, and their shareholdings, as of the most recent record date for which that list has been compiled or as of a date specified by the shareholder after the date of demand. This list shall be made available to any such shareholder or shareholders by the transfer agent on or before the later of five (5) days after the demand is received or the date specified in the demand as the date as of which the list is to be compiled. The record of shareholders shall also be open to inspection on the written demand of any shareholder or holder of a voting trust certificate, at any time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. Any inspection and copying under this Section 1 may be made in person or by an agent or attorney of the shareholder or holder of a voting trust certificate making the demand.

Section 2. MAINTENANCE AND INSPECTION OF BYLAWS. The corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the bylaws as amended to date, which shall be open to inspection by the shareholders at all reasonable times during office hours. If the principal executive office of the corporation is outside the State of California and the corporation has no principal business office in this state, the secretary shall, upon the written request of any shareholder, furnish to that shareholder a copy of the bylaws as amended to date.

Section 3. MAINTENANCE AND INSPECTION OF OTHER CORPORATE RECORDS. The accounting books and records and minutes of proceedings of the shareholders and the board of directors and any committee or committees of the board of directors shall be kept at such place or places designated by the board of directors, or, in the absence of such designation, at the principal executive office of the corporation. The minutes shall be kept in written form and the accounting books and records shall be kept either in written form or in any other form capable of being converted into written form. The minutes and accounting books and records shall be open to inspection upon the written demand of any shareholder or holder of a voting trust certificate, at any reasonable time during usual business hours, for a purpose reasonably related to the holder's interests as a shareholder or as the holder of a voting trust certificate. The inspection may be made in person or by an agent or attorney, and shall include the right to copy and make extracts. These rights of inspection shall extend to the records of each subsidiary corporation of the corporation.

Section 4. INSPECTION BY DIRECTORS. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the corporation and each of its subsidiary

corporations. This inspection by a director may be made in person or by an agent or attorney and the right of inspection includes the right to copy and make extracts of documents.

Section 5. ANNUAL REPORT TO SHAREHOLDERS. The annual report to shareholders referred to in section 1501 of the California General Corporation Law is expressly dispensed with, but nothing herein shall be interpreted as prohibiting the board of directors from issuing annual or other periodic reports to the shareholders of the corporation as they consider appropriate.

Section 6. FINANCIAL STATEMENTS. A copy of any annual financial statement and any income statement of the corporation for each quarterly period of each fiscal year, and any accompanying balance sheet of the corporation as of the end of each such period, that has been prepared by the corporation shall be kept on file in the principal executive office of the corporation for twelve (12) months and each such statement shall be exhibited at all reasonable times to any shareholder demanding an examination of any such statement or a copy shall be mailed to any such shareholder.

If a shareholder or shareholders holding at least five percent (5%) of the outstanding shares of any class of stock of the corporation make a written request to the corporation for an income statement of the corporation for the three-month, six-month, or nine-month period of the current fiscal year ended more than thirty (30) days before the date of the request, and a balance sheet of the corporation as of the end of that period, the chief financial officer shall cause that statement to be prepared, if not already prepared, and shall deliver personally or mail that statement or statements to the person making the request within thrity (30) days after the receipt of the request. If the corporation has not sent the shareholders its annual report for the last fiscal year, this report shall likewise be delivered or mailed to the shareholder or shareholders within thirty (30) days after the request.

The corporation shall also, on the written request of any shareholder, mail to the shareholder a copy of the last annual, semi-annual, or quarterly income statement that it has prepared, and a balance sheet as of the end of that period.

The quarterly income statements and balance sheets referred to in this section shall be accompanied by the report, if any, of any independent accountants engaged by the corporation or the certificate of an authorized officer of the corporation that the financial statements were prepared without audit from the books and records of the corporation.

Section 7. ANNUAL STATEMENT OF GENERAL INFORMATION. The corporation shall, each year during the calendar month in which its articles of incorporation originally were filed with the California Secretary of State, or during the preceding five (5) calendar months, file with the Secretary of State, on the prescribed form, a statement setting forth the authorized number of directors, the names and complete business or residence addresses of all incumbent directors, the names and complete business or residence addresses of the chief executive officer, secretary, and chief financial officer, the street address of its principal executive office or principal business office in this state, and the general type of business

constituting the principal business activity of the corporation, together with a designation of the agent of the corporation for the purpose of service of process, all in compliance with section 1502 of the Corporations Code of California.

ARTICLE VIII
GENERAL CORPORATE MATTERS

Section 1. RECORD DATE FOR PURPOSES OTHER THAN NOTICE AND VOTING. For purposes of determining the shareholders entitled to receive payment of any dividend or other distribution or allotment of any rights or entitled to exercise any rights in respect to any other lawful action (other than action by shareholders by written consent without a meeting), the board of directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before any such action, and in that case only shareholders of record on the date so fixed are entitled to receive the dividend, distribution, or allotment of rights or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the corporation after the record date so fixed, except as otherwise provided in the California General Corporation Law.

If the board of directors does not so fix a record date, the record date for determining shareholders for any such purpose shall be at the close of business on the day on which the board adopts the applicable resolution or the sixtieth (60th) day before the date of that action, whichever is later.

Section 2. CHECKS, DRAFTS, EVIDENCES OF INDEBTEDNESS. All checks, drafts, or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the corporation, shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the board of directors.

Section 3. CORPORATE CONTRACTS AND INSTRUMENTS; HOW EXECUTED. The board of directors, except as otherwise provided in these bylaws, may authorize any officer or officers, agent or agents, to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and this authority may be general or confined to specific instances; and, unless so authorized or ratified by the board of directors or within the agency power of an officer, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or for any amount.

Section 4. CERTIFICATES FOR SHARES. A certificate or certificates for shares of the capital stock of the corporation shall be issued to each shareholder when any of these shares are fully paid, and the board of directors may authorize the issuance of certificates or shares as partly paid provided that these certificates shall state the amount of the consideration to be paid for them and the amount paid. All certificates shall be signed in the name of the corporation by the chairman of the board or vice chairman of the board or the president or vice president and by the chief financial officer or an assistant treasurer or the secretary or any assistant secretary, certifying the number of shares and the class or series of shares owned

by the shareholder. None of the signatures on the certificate may be facsimile. In case any officer, transfer agent, or registrar who has signed a certificate shall have ceased to be that officer, transfer agent, or registrar before that certificate is issued, it may be issued by the corporation with the same effect as if that person were an officer, transfer agent, or registrar at the date of issue.

Section 5. LOST CERTIFICATES. Except as provided in this Section 5, no new certificates for shares shall be issued to replace an old certificate unless the latter is surrendered to the corporation and cancelled at the same time. The board of directors may, in case any share certificate or certificate for any other security is lost, stolen, or destroyed, authorize the issuance of a replacement certificate on such terms and conditions as the board may require, including provision for indemnification of the corporation secured by a bond or other adequate security sufficient to protect the corporation against any claim that may be made against it, including any expense or liability, on account of the alleged loss, theft, or destruction of the certificate or the issuance of the replacement certificate.

Section 6. REPRESENTATION OF SHARES OF OTHER CORPORATIONS. The chairman of the board, the president, or any vice president, or any other person authorized by resolution of the board of directors or by any of the foregoing designated officers, is authorized to vote on behalf of the corporation any and all shares of any other corporation or corporations, foreign or domestic, standing in the name of the corporation. The authority granted to these officers to vote or represent on behalf of the corporation any and all shares held by the corporation in any other corporation or corporations may be exercised by any of these officers in person or by any person authorized to do so by a proxy duly executed by these officers.

Section 7. CONSTRUCTION AND DEFINITIONS. Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California General Corporation Law shall govern the construction of these bylaws. Without limiting the generality of this provision, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a corporation and a natural person.

Section 8. REIMBURSEMENT. If all or part of the salary or other compensation paid to an officer of the corporation is finally determined not to be allowable as a federal or state income tax deduction, the officer shall repay to the corporation the amount disallowed. The board of directors shall enforce repayment of each such amount disallowed.

ARTICLE IX
AMENDMENTS

Section 1. AMENDMENT BY SHAREHOLDERS. New bylaws may be adopted or these bylaws may be amended or repealed by the vote or written consent of holders of a majority of the outsanding shares entitled to vote, except as otherwise provided by law, these bylaws, or the articles of incorporation, provided, however, that if the articles of incorporation of the corporation set forth the number of

authorized directors of the corporation, the authorized number of directors may be changed only by an amendment of the articles of incorporation.

Section 2. AMENDMENT BY DIRECTORS. Subject to the rights of the shareholders as provided in Section 1 of this Article IX, bylaws, other than a bylaw or an amendment of a bylaw changing the authorized number of directors, may be adopted, amended, or repealed by the board of directors.

CERTIFICATE OF SECRETARY

I, the undersigned, do hereby certify:

1. That I am the duly elected and acting Secretary of Scudder Roofing Company, a California corporation; and

2. That the foregoing Bylaws, comprised of eighteen pages, including this page, constitute the Bylaws of said corporation as duly adopted by the Incorporator in the Organizational Certificate of the Incorporator signed the 8th day of June, 1983, said Organizational Certificate was adopted pursuant to California Corporations Code Section 210.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 8th day of June, 1983.

Karen Scudder

Secretary, Karen Scudder

ATTEST:

President, Peter Scudder

AMENDMENT OF BYLAWS

OF SCUDDER ROOFING COMPANY

REGARDING NUMBER AND QUALIFICATION OF DIRECTORS

BY UNANIMOUS CONSENT OF SHAREHOLDERS

WHEREAS, the Bylaws of this corporation dated June 8, 1983 provide in Article III, Section 2 that the authorized number of directors of this corporation shall be two until changed by duly adopted amendment; and

WHEREAS, said provision of the Bylaws authorizes amendment of the provision regarding number of directors by written consent of the holders of the outstanding shares; and

WHEREAS, it is in the best interests of this corporation to amend the provision regarding authorized number of directors;

NOW, THEREFORE, Article III, Section 2 of the Bylaws of this corporation is hereby amended to provide that the number of directors of this corporation shall be no less than two nor more than six until further amendment in accordance with the provisions of the Bylaws.

This amendment is adopted by consent of the sole shareholders of the corporation and effective as of the date hereunder.

Dated: 2-11, 2002

SOLE SHAREHOLDERS:

Peter Scudder

Karen Scudder

AMENDMENT OF BYLAWS

OF

SCUDDER ROOFING COMPANY

AUTHORIZING APPOINTMENT OF ADVISORY GROUP

WHEREAS, the Bylaws of this corporation in Article IX, Section 1 authorize amendment by written consent of the shareholders; and

WHEREAS, it is in the best interests of this corporation to authorize the directors of the corporation to appoint an "advisory group" under the terms set forth herein,

NOW, THEREFORE, Article III, "Directors," Section 1 of the Bylaws of the corporation is amended to add the following:

"Appointment of Advisory Group. The directors are authorized to appoint an 'advisory group' of individuals in a number to be selected by the board who shall be individuals with learning and experience in economics, finance, and in the industry in which the corporation conducts its business for purposes of rendering perspective and advice to the board as requested by the board. In addition:

i. The Advisory Committee shall not be members of the board of directors although the board may by appropriate resolution appoint any member of the advisory committee to the board.

ii. Members of the advisory committee may, upon invitation, attend meetings of the board but shall not be entitled to exercise a voting privilege or otherwise participate in board deliberations save and except rendering such advice as members of the board may request in the course of their deliberations.

iii. The board is authorized to reimburse the members of the advisory committee for their expenses in attending board meetings which they are requested by the board to attend.

iv. Each member of the advisory committee shall be entitled to indemnification by the corporation as authorized under Article VI of the Bylaws of this

corporation and for this purpose shall be deemed to be an 'agent' of the corporation for purposes of indemnification."

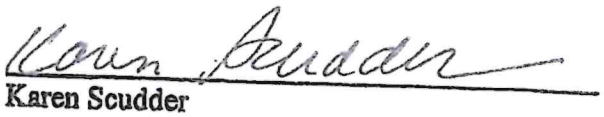
The foregoing amendment is adopted by unanimous consent of the sole shareholders of the corporation and effective as of the date hereunder.

Dated: July 9, 2002

SOLE SHAREHOLDERS:



Peter Scudder



Karen Scudder

SECOND AMENDMENT OF BYLAWS OF SCUDDER ROOFING COMPANY REGARDING NUMBER AND QUALIFICATION OF DIRECTORS

February 10, 2017

Section 2 of Article III of the bylaws of Scudder Roofing, Inc., as amended as of the date hereof, is amended and restated in its entirety as follows:

> The authorized number of directors shall be not less than three (3) nor more than five (5), with the exact number of directors to be fixed, within the limits specified, by approval of the shareholders in the manner provided in the bylaws. The number or minimum number of directors shall not be less than three (3); provided, however, that so long as the corporation has only one shareholder, the number may be one (1), so long as the corporation has only one shareholder, the number may be two (2), and so long as the corporation has only two shareholders, the number may be two (2).
>
> Any amendment of these bylaws specifying or changing a fixed number of directors or the maximum or minimum number of directors or changing from a fixed to a variable board or vice versa may be adopted only by the affirmative vote of a majority of the outstanding shares entitled to vote; provided, however, that an amendment to the articles of incorporation or this Section 2 reducing the fixed number or the minimum of directors to a number less than five (5) cannot be adopted if the votes cast against its adoption at a meeting or the shares not consenting to it in the case of an action by written consent are equal to more than sixteen and two-thirds percent (16 2/3%) of the outstanding shares entitled to vote.
>
> No reduction of the authorized number of directors shall remove any director prior to the expiration of such director's term of office. The directors need not be shareholders of the corporation.

CERTIFICATE

I, Karen A. Scudder, hereby certify that:

I am the Secretary of Scudder Roofing Company, a California corporation; and the foregoing bylaw amendment is a true and correct copy of the amendment to the corporation's bylaws duly adopted by unanimous written consent of the shareholders dated February 10, 2017.

/s/ Karen A. Scudder

Karen A. Scudder, Secretary

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MONTEREY COUNTY OFFICE of EDUCATION

Dr. Deneen Guss
County Superintendent of Schools

May 14, 2026

Mrs. Martha Gallegos, Board President
Ruben Pulido, Superintendent
Chualar Union School District
P.O. Box 188
Chualar, CA 93925

RE: Review of Second Interim Report

Dear President Gallegos and Superintendent Pulido:

Thank you for the submission of your Fiscal Year 2025-26 Second Interim Report. *Education Code* 42131 requires that as part of the interim review process the County Superintendent of Schools reviews and analyzes District interim reports in accordance with State Board-approved Criteria and Standards pursuant to *Education Code* 33127. Based upon this review, the County Superintendent may either accept or change the District certification to qualified or negative as appropriate.

I. CERTIFICATION

Based upon the review of the District financial information, we concur with the District's Positive certification.

II. BUDGET SUMMARY – GENERAL FUND

A.	Total Revenues (Form 01, Line A5 plus Line D1a plus Line D2a)	$ 6,265,358
B.	Total Expenditures (Form 01, Line B9 plus Line D1b plus Line D2b)	$ 6,612,388
C.	Net deficit in Fund Balance (Form 01, Line E)	($ 347,031)
D.	Total Available Unrestricted Reserves General Fund (Form 01, Col. D, Accounts 9789 and 9790)	$ 406,813.00
E.	Available Unrestricted Reserves expressed as a percent of Total Expenditures (Line D divided by Line B)	6.15%

Minimum Required Reserve Percentage for District: 5%

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III. COMMENTS/RECOMMENDATIONS

1. The evaluation of your District's second interim report is based upon an unaudited beginning balance of $3,471,259.

2. The District's calculation of the unrestricted total LCFF Sources is $3,764,552.

3. The school District's LCFF ADA of 234.44 is 19.90 higher than last year's P2 ADA; this figure does not include the county supplement.

4. 82.6% of unrestricted General Fund expenditures are allocated to unrestricted salaries and benefits.

5. The multiyear projections provided in the second interim report indicate that the District will be able to meet its expenditure and reserve requirements in the current year and the subsequent two years.

6. The District is projecting to incur overall operating deficits of ($347,031) for 2025-26, which increases to ($931,340) for 2026-27, and is ($935,818) for 2027-28.

7. The Monterey COE recognizes that the District is currently financially stable and maintains adequate reserve levels. However, there is a concern about ongoing deficit spending, especially within the unrestricted general fund. Although this spending does not immediately threaten reserve levels, the anticipated unrestricted net decrease in the fund balance indicates a structural imbalance. If this issue is not addressed, it could pose long-term sustainability risks.

   The MCOE strongly encourages the District to:

   - Identify and implement structural solutions to reduce the reliance on reserves.
   - Reassess multi-year projections to ensure alignment with current operational trends and anticipated funding.
   - Closely monitor expenditure trends and revenue assumptions for 2026-27 Budget development.

8. Items solely of a technical nature have been forwarded directly to the District's chief business official.

IV. GENERAL INFORMATION

As your District moves into the new fiscal year, it is an opportunity to adjust the budget to present the best possible forecast for the upcoming year, as well as projections for the two subsequent years. Multi-year projections will be critical as districts consider reserves, fluctuations in enrollment, and shifting Federal priorities, to ensure adequacy of funding for current programmatic decisions, including commitments within the LCAP.

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Thank you in advance for the thoughtful planning and effort put into the development of your 2025-26 budget.

The recommendations and comments that appear in this document are based upon an in-depth review of the District's interim documents, and an analysis of the District budget as measured by Criteria and Standards adopted by the State Board of Education.

We want to thank Yen Le for the timely submission of the Second Interim Report.

If you have any questions or concerns, please contact our office by phone at (831) 755-0308 or by email at cstanley@montereycoe.org.

Sincerely,

Signed by:
Colleen Stanley
A6B4F6C26DB2470...

Colleen Stanley Ed.D.
Chief Business Official
Finance and Business Services Division

cc: Dr. Deneen Guss, Monterey County Superintendent of Schools
Biljana Tatomirovic, Director, District Advisory Services, MCOE
Yen Le, Business Manager, Chualar USD
John Fox, Financial Analyst, MCOE