

CENTER JOINT UNIFIED SCHOOL DISTRICT

www.centerusd.org

Local Control Accountability Plan Goals:

1. CJUSD Students will be challenged and supported to achieve academic success in a clean, safe environment through Multi-Tiered Systems of Support (MTSS)
2. CJUSD students will be College and Career ready through Multi-Tiered Systems of Support (MTSS)
3. CJUSD students and families will be engaged and informed regarding the educational process and opportunities through Multi-Tiered Systems of Support (MTSS)

BOARD OF TRUSTEES REGULAR MEETING

**District Board Room, Room 503
Wilson C. Riles Middle School
4747 PFE Road, Roseville, CA 95747**

*The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. The community may participate from our livestream page (link listed below). **If you have any comments for the Center Joint Unified School District Board, please fill out the form located on the livestream page. This will send an email that will be monitored during the meeting. Please indicate in the subject line the item in which you are addressing (ie. Business Item A, Consent Agenda Item 7, Public Comments, etc).***

Livestream:

<https://www.centerusd.org/Board/Board-Livestream/index.html>

Wednesday, April 21, 2021 - 6:00 p.m.

STATUS

I. CALL TO ORDER & ROLL CALL - 5:30 p.m.

II. ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION².

1. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)
2. Public Employee Performance Evaluation (**Certificated**) Superintendent (G.C. §54957)

III. PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

IV. CLOSED SESSION - 5:30 p.m.

Note: If you need a disability-related modification or accommodation, including auxiliary aids or services, to participate in the public meeting, please contact the Superintendent's Office at (916) 338-6409 at least 48 hours before the scheduled Board meeting. [Government Code §54954.2] [Americans with Disabilities Act of 1990, §202.]

NOTICE: The agenda packet and supporting materials, including materials distributed less than 72 hours prior to the schedule meeting, can be viewed at Center Joint Unified School District, Superintendent's Office, located at 8408 Watt Avenue, Antelope, CA. For more information please call 916-338-6409.

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|---------------------------|---|-------------------------------|
| | V. OPEN SESSION - CALL TO ORDER - 6:00 p.m. | |
| | VI. FLAG SALUTE | |
| | VII. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION | Info/Action |
| | VIII. ADOPTION OF AGENDA | Action |
| | IX. ORGANIZATION REPORTS (3 minutes each) | Info |
| | 1. CUTA - Venessa Mason, President | |
| | 2. CSEA - Marie Huggins, President | |
| | X. COMMITTEE UPDATES (8 minutes each) | Info |
| Facilities & Op. | 1. Facilities Update - Craig Deason | |
| | XI. REPORTS/PRESENTATIONS (8 minutes each) | Info |
| Curr. & Inst. Business | 1. Status Update: Transition to Plan 2 - Mike Jordan | |
| | 2. COVID Funding Planning/Brainstorming Update - Lisa Coronado | |
| | XII. COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA | Public Comments Invited |
| | <i>Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board <u>may not</u> discuss or take action on any item which is not on this agenda except as authorized by Government Code Section 54954.2. A speaker shall be limited to 3 minutes (Board Policy 9323). All public comments on items listed on this agenda will be heard at the time the Board is discussing that item.</i> | |
| | XIII. BOARD / SUPERINTENDENT REPORTS (20 minutes) | Info |
| | XIV. CONSENT AGENDA (5 minutes) | Action |
| | <i>NOTE: The Board will be asked to approve all of the following items by a single vote, unless any member of the Board asks that an item be removed from the consent agenda and considered and discussed separately.</i> | |
| Governance ↓ ↓ | 1. Approve Adoption of Minutes from March 17, 2021 Regular Meeting | |
| | 2. Approve Adoption of Minutes from April 7, 2021 Board Workshop | |
| | 3. Approve Agreement for Governance Consulting Services with California School Boards Association (CSBA) | |
| Personnel ↓ ↓ ↓ | 4. Approve Classified Personnel Transactions | |
| | 5. Approve Certificated Personnel Transactions | |
| | 6. Approve Agreement between the District and CUTA Regarding Wages for 2020-21 and 2021-22 School Years, Stipends and Benefits for 2022 | |
| | 7. Approve Tentative Agreement between the District and CSEA No 610 Regarding Wages for 2020-21 and 2021-22 School Years, and Benefits for 2022. Also, Includes New Contract Language Pertaining to Pay for Out-of-Class Duties (Article XIX – Wages, Section H) | |
| ↓ | 8. Approve Salary Schedule for Executive Management for 2020-21 and 2021-22 School Years, and Benefits for 2022 | |
| ↓ | 9. Approve Salary Schedule for Management for 2020-21 and 2021-22 School Years, and Benefits for 2022 | |
| ↓ | 10. Approve Salary Schedule for Confidential Employees for 2020-21 and 2021-22 School Years, and Benefits for 2022 | |
| ↓ | 11. Approve Employment Agreement Amendment - Superintendent | |
| Curr. & Inst. | 12. Approve Memorandum of Understanding with Assist Team to Facilitate a Summer Program at all Elementary Schools this Summer | |
| ↓ | 13. Approve Curriculum Associates for I-Ready Math and Reading | |

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| Facilities & Op. | 14. | Approve Notice of Completion: Vanden Bos Electric Inc. - Electric Bus Charger Project | |
| ↓ | 15. | Approve Saenz Landscape Construction Company – Oak Hill Front Entry Landscape Project | |
| Business | 16. | Approve CUTA/CJUSD Employee Compensation Agreement and AB 1200 Public Disclosure | |
| ↓ | 17. | Approve CSEA/CJUSD Employee Compensation Agreement and AB 1200 Public Disclosure | |
| ↓ | 18. | Approve Payroll Orders: July 2020 – March 2021 | |
| ↓ | 19. | Approve Supplemental Agenda (Vendor Warrants): March 2021 | |

XV. BUSINESS ITEMS

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|------------------|-----------|---|--------|
| Governance | A. | <u>Board Bylaw 9270 – Conflict of Interest</u> | Action |
| | | The addition to this policy is based on the recommendation from the FPM (Federal Program Monitoring) to meet Federal requirements. | |
| ↓ | B. | <u>Pledge of Allegiance</u> | Action |
| | | It was requested that the Board discuss removing the Pledge of Allegiance from future Board meeting agendas. | |
| ↓ | C. | <u>Resolution or Statement Regarding Condemning the Rise in Anti-Asian and Pacific Islander Racial Violence</u> | Action |
| | | It was requested that the Board consider and discuss developing a resolution or statement to condemn the rise in anti-Asian and Pacific Islander violence. The Board can provide direction to staff to develop a resolution or statement regarding the topic. | |
| ↓ | D. | <u>Safe Firearm Storage Awareness</u> | Action |
| | | The Board will discuss the request from Moms Demand Action regarding a possible resolution and/or notification to families regarding responsible storing of firearms in homes. | |
| Facilities & Op. | E. | <u>Approve Construction Services Agreement with Clark/Sullivan Construction for Lease-Leaseback Preconstruction and Construction Services for the Rex Fortune Elementary School Construction Project</u> | Action |

XVI. ADVANCE PLANNING

Info

- a. *Future Meeting Dates:*
 - i. *Board Workshop: Saturday, May 15, 2021 @ 9:00 a.m. – Conference Room 5, 8408 Watt Avenue, Antelope, CA 95843 and/or Virtual*
 - ii. *Regular Meeting: Wednesday, May 19, 2021 @ 6:00 p.m. - Riles Middle School – Room 503 (Board Room), 4747 PFE Road, Roseville, CA 95747 and/or Virtual*
- b. *Suggested Agenda Items:*

XVII. CONTINUATION OF CLOSED SESSION (Item IV)

Action

XVIII. ADJOURNMENT

Action

CJUSD Mission:

Students will realize their dreams by developing communication skills, reasoning, integrity, and motivation through academic excellence, a well-rounded education, and being active citizens of our diverse community.

Center Joint Unified School District

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|--|--------------------------------------|
| AGENDA REQUEST FOR: | |
| Dept./Site: Curriculum & Instruction | Action Item _____ |
| To: Board of Trustees | Information Item <u> X </u> |
| Date: April 21, 2021 | # Attached Pages _____ |
| From: Mike Jordan, Director of Curriculum, Instruction & Special Ed | |
| Principal/Administrator Initials: _____ | |

SUBJECT: Status Update: Transition to Plan 2

The Board will be provided with a status update on the district's transition to our Plan 2 Hybrid schedule. The report will cover an overview of the elementary daily schedule, how the transition is progressing at each grade span, and allow for questions of clarifications relating to the transition.

RECOMMENDATION: Information only

Center Joint Unified School District

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| Dept./Site: Business Office | | AGENDA REQUEST FOR: |
| To: | Board of Trustees | Action Item _____ |
| Date: | April 21, 2021 | Information Item <u>X</u> |
| From: | Lisa Coronado, Director of Fiscal Services | # Attached Pages _____ |
| Principal/Administrator Initials: _____ | | |

SUBJECT: COVID Funding Planning/Brainstorming Update

The Board will be provided with a report updating the proposed expenditures of Federal and State COVID funds moving forward. This report will begin to address the brainstorming and budget planning. This could include, but not be limited to, summer programming, increasing Intervention staff, increasing counselors, and the addition of an M/O Supervisor.

RECOMMENDATION: Information only

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item ☒ X

To: Board of Trustees

Information Item _____

Date: April 21, 2021

Attached Pages _____

From: Scott A. Loehr, Superintendent

Principal's Initials: _____

SUBJECT: Adoption of Minutes**The minutes from the following meeting are being presented:**

March 17, 2021 Regular Meeting

RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.**CONSENT AGENDA**

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES REGULAR MEETING

District Board Room, Room 503

Wilson C. Riles Middle School

4747 PFE Road, Roseville, CA 95747

Wednesday, March 17, 2021

MINUTES

The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. This meeting was held with a combination of Trustees attending in-person and through Zoom, and the public was able to attend in person or submit comments from our Livestream page.

OPEN SESSION - CALL TO ORDER - Trustee Kelley called the meeting to order at 5:30 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Bruno, Mrs. Kelley, Dr. Lee, Mrs. Pope
Administrators Present: Scott Loehr, Superintendent
Craig Deason, Assist. Supt., Operations & Facilities
Lisa Coronado, Director of Fiscal Services
David Grimes, Director of Personnel/Student Services
Mike Jordan, Director of Curriculum/Instruction/Special Ed.

ANNOUNCEMENT OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

1. Public Employee Performance Evaluation (Certificated) - Superintendent (G.C.§54957)
2. Conference with Labor Negotiator, David Grimes, Re: CSEA and CUTA (G.C. §54957.6)

PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION

CLOSED SESSION - 5:30 p.m.

OPEN SESSION - CALL TO ORDER - 6:08 p.m.

ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION

There was no action taken during closed session.

FLAG SALUTE - led by Trustee Bruno

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as amended: pull Consent Agenda Item #10 for separate consideration.

Motion: Pope
Second: Bruno

Vote: General Consent

ORGANIZATION REPORTS

1. CUTA - Venessa Mason, President, noted that all of the teachers are in their preparation mode, to make sure that they are ready to return to campus next Monday and for the return of students on March 25th, 26th and April 6th.
2. CSEA - Marie Huggins, President, was not in attendance. Niesha Harris-Knott reported that she is the Vice President of Center Chapter 610, has been a Center District employee and CSEA member for 15 years and is currently working as an Instructional Specialist PH/Autism aide at North Country Elementary. She noted that she has been working with a full roster of students at North Country and has observed firsthand that many of our students have adapted to our new "normal" over the past year through distance learning. Her morning schedule has had her working with students in the Response to Intervention (RTI), which is an early identification and support for students with learning and behavior needs. Additionally, she has been working with the students on their intervention goals, doing their class assignments posted on their Google Classroom from their general education teacher in the afternoon. She again noted that she is currently the Vice President of the Center Chapter, and is also a member of the negotiations team. Some of the activities that she has participated in include pre-retirement coordinator, attended the CSEA Annual Conference, and has gone through officer training. In lieu of their annual member dinner last November, they recently provided the CSEA members with the choice of either a coffee break goodie bag or a PPE goodie bag. The coffee bag consisted of a Starbucks gift card and pastries, and the PPE goodie bag included a contactless key fob, facemask, face shield and wipes.

COMMITTEE UPDATES

1. **Facilities Update** - Craig Deason, Assistant Superintendent of Operations & Facilities, covered the following items:

Full Day Kindergarten Classroom Project – Oak Hill

- poured the foundation for the 3 buildings last week
- next couple of weeks the retaining walls around the foundation should be formed
- April 5th the modular buildings should be placed on the foundations

JMC School Site

- Friday they interviewed 6 lease-leaseback contractors; will bring one back for board approval next month
- currently in the design development drawings phase. They have completed the estimate but haven't had a chance for the architect to review it yet.
- interviewed and has chosen a modular contractor
- for the final construction documents, we will bring architect and contractors together to review and work on final documents together
- we should break ground around May 2022, and completion of this site should be August 2023

CTE (Career Technical Education) Programs: Residential & Commercial Construction / Information Technology

- design development phase, and estimate, is complete
- estimate is below the amount we received for the grant so we are within budget for that project
- just released an RFP (request for proposal) for a CEQA (California Environmental Quality Act) consultant

Trustee Anderson asked if there is a plan for solar panels and things like that. Mr. Deason noted that there isn't any within the planning of that project, but we do get 50% of our power from solar panels

COMMITTEE UPDATES (continued)

within SMUD. We can look at other ways we can meet some of those goals. It was noted that the district has looked at going all electrical for some parts of both of these projects.

Mr. Deason also noted that SMUD is looking at going grid neutral by 2030. They are pushing for everything to be electric for reducing the carbon footprint.

Trustee Kelley asked Mr. Deason to explain why we get half of our power from solar. Mr. Deason noted that about 4 years ago the district agreed to purchase a certain amount of our energy from solar fields that SMUD has to produce our energy. With that we were able to get a reduced rate on our electric bill.

- working on setting up a meeting with CDE (California Department of Education) to make sure we meet all of the requirements for the grant
- will finish the construction drawings; the drawings will go to DSA in July 2021
- construction will begin in December 2021, with the project finished in August 2022

Bond Debt Waiver

- received an email today that our bond debt waiver was approved today

Trustee Kelley asked for more information about the modulars being put in at Oak Hill and for the CTE program, and the new features that they have. Mr. Deason noted that the district is looking at getting them with sloped roofs for less leakage. The modulars at the new school will have the 21st century learning environment with multiple white boards and multiple tv screens. He noted that for the new site, instead of putting air conditioning units on every building there will be HVAC units at the end of every wing.

COMMENTS FROM THE AUDIENCE REGARDING ITEMS NOT ON THE AGENDA

Carol Hunt read comments from the following:

Bernadette Poor – inquired on incentives for staff for returning to campus.

Rose Mendoza – inquired as to why certificated staff were receiving an incentive to return to campus.

Bernadette Poor – gave a shout out to the Center High School administration, Mr. Ferguson and Mrs. McNichols, for working nonstop to get the school ready for opening, and a shout out to the office staff for getting supplies to students and being available for parents' questions.

BOARD/SUPERINTENDENT REPORTS

Mr. Loehr

- employees have been working hard in person and remotely. There has been some recent news of some districts providing incentives to teachers. Our district is providing stipends for our certificated staff that are going outside their normal work hours to prepare for our transition. Not all teachers would be getting that, but those eligible for that stipend could. Any classified staff that works beyond their regular scope of hours would also be eligible to put in a timecard for that. Our goal is to not have individuals work beyond their work hours, but if someone goes above and beyond to accomplish tasks we will timecard them to do that. We do not want people to work for free.
- reminded the board that there will be a board workshop on April 7th to go over the Brown Act.
- has contacted CSBA and has spoken with the consultant. Under the advanced planning portion of tonight's agenda he would like the board to come to an agreement of a date for scheduling this.
- thanked all of those that helped with our CSP (COVID Safety Plan) last week.
- we received approval from Sacramento County Public Health. Today, someone from SCPH toured North Country Elementary and Dudley Elementary, and had minor suggestions. Complimented Dudley

BOARD/SUPERINTENDENT REPORTS (continued)

and North Country for going through the first round of this. Spinelli and Oak Hill will be toured next week.

- noted that the State of California is applying for the waiver for the CAASPP (California Assessment of Student Performance and Progress) testing. If it goes through, we could either use local measures and still report them out to the dashboard matrix, or go with CAASPP. We will look at what is the best use of our time.
- thanked staff for working hard to make it as prepared as we can. Districtwide, there are about 60% selecting to return to in-person. The elementary sites are running at around the high 60% range, middle school around 54%, Center High School around 60%, and McClellan at about 38% right now.
- has visited some of the cohorts. It's been great to see the kids on campus.

Mr. Bruno

- pointed out that we are in the red tier; noted that the red tier target percentage has moved from 7.0 to 8.0. Reminded everyone to still be cautious, wear masks and wash hands.
- heard some feedback from some employees not feeling appreciated. He doesn't want people to feel like they are not appreciated. There are a lot of people that do work behind the scenes to get things done/ready. He appreciates the way this district works; he thanked everybody.

Mrs. Pope

- thanked everyone for all of their hard work.
- congratulated Mr. Loehr and Cabinet for their diligent work on the CSP (Covid Safety Plan)
- thanked the Antelope Lions Club; they sponsored the North Country Elementary Individual Reading Challenge. They donated 12 Kindle Fires (2 per grade).
- noted that McClellan HS and Center HS are busy with credit recovery and credit loss.
- noted that schools are mentioning their successes with MTSS (Multi Tiered Systems of Support), focusing on all students' academic, behavior and social needs.
- listed a couple important dates: deadline to submit applications for the Center Booster scholarship has been extended to April 18th at midnight, elective forms for Riles MS 21/22 school year are due March 19th.
- wished everyone a good spring break.

Mrs. Kelley

- welcomed new employee, Tanner Wise.
- congratulated the 3 employees who were promoted: Lorenzo Garcia, Eugene Graham and Mary Neal
- congratulated and thanked Lisa Morton, who is retiring this year.
- asked Mr. Jordan if he could talk about the mental health supports that we have in place.
- noted that we have moved into the red tier and the criteria changed; California has administered more than 2 billion doses of the vaccine to disproportionate or overly burdened populations.
- noted that at the Feb 17th meeting the board voted unanimously to open all schools in the red tier, and now we can all be excited about the fact that we are moving forward on the opening.
- thanked Heartland Child and Family Services that will be providing grief counseling as needed; this is an item on the Consent Agenda tonight.
- recently attended her first Masters in Governance course. They covered some of the things that will be covered in the Board's CSBA Workshop, like team building, communications, norms, protocols; things that the Board needs for working together as a great team.
- talked to Mr. Loehr about having someone from the board participate in the social emotional learning committee; up to 2 Board members can attend.
- wished everyone a Happy St. Patrick's Day.

BOARD/SUPERINTENDENT REPORTS (continued)

Mrs. Anderson

- asked to hear more about what the elementary child's day will be like when on Hybrid Plan 2: what will they be allowed to do, recess, classroom activities.
- couldn't be prouder of Center School District and the way they we have pulled through this, accomplished what we needed to accomplish and made sure that we were ready to go when the time came for these kids to go back to school.

Mr. Jordan came up to speak about the social emotional supports that are available. The district is putting together a mobile mental health task force that will be able to go from site to site during the first few days of school. The district is going to repost for the counselor position, and look for a psychologist this time. Anne Lyons has done a fantastic job, and so has Bonnie Nolte and Rochelle Haywood, meeting with our students, counseling throughout this entire pandemic. We recognize the services we need to increase. We have continued with Beacon. We are also almost done putting together a grief team. We are looking to support students and staff in every way we can.

Dr. Lee

- greeted everyone.
- wished everyone a happy Women's History Month.
- noted that this board has never recognized Black History Month in February or Women's History Month in March; these months were developed as a way to highlight folks that have been historically marginalized.
- noted that she hears what people have been saying since the March 3rd Special Meeting, is listening, and bringing those things back to her colleagues.
- she has requested that the district provide the board and public with a detailed accounting about the CARES Act and coronavirus funds.
- has requested data about the percentages about the certificated and classified staff that want to be vaccinated and have received it.
- noted that she agrees with folks that have reached out to her and expressed that the student in our district deserve to have clean safe air in the classrooms.
- wanted to assure the public that everyone is working hard, everyone is working overtime, and we're working on more transparency.
- noted that in the meeting packet, there are photocopies of her report to the Board about her listening session that was held in February that was seeking to inquire about the state of social emotional and culturally competent teaching in the district. If you would like to click the hyperlinks, let her know and she can email the document to you. She is also happy to share what happened in that meeting.
- noted that as a Board they have a duty not only to ensure fiscal soundness, but to ensure physical and instructional soundness of this district. We have a lot of opportunity to change what we do instead of trying to get back to what we once knew and what worked best for a long time for some of us but not for all of us. She noted that the data around instruction in this district tells us that we have work to do when it comes to instructional equity and supporting achievement for all students.
- noted that the work our people do in the district is phenomenal and appreciated and we need to see those efforts system-wide. She thanked those who have contributed to furthering the dialogue, doing the work every day.
- gave a reminder that she is available for drop-in office hours on the first Monday of every month from 4:00 to 5:00 pm.

Trustee Anderson asked Trustee Lee if she knew who Rex Fortune is and Trustee Lee replied that she is aware that the District is naming a school after a person of color named Rex Fortune and that is a performative action. Trustee Anderson noted that the district has celebrated Black History month and has done a lot of things as far as promoting the hiring of African Americans as teachers. Trustee Lee

BOARD/SUPERINTENDENT REPORTS (continued)

furthermore stated that we need to do more and look at the disaggregated data and graduation rates to make a difference in the lives of all students.

CONSENT AGENDA

1. Approved Adoption of Minutes from February 17, 2021 Regular Meeting
2. Approved Adoption of Minutes from March 3, 2021 Special Meeting
3. Approved Classified Personnel Transactions
4. Approved Certificated Personnel Transactions
5. Ratified Site License with IndieFlix for Online Access to Virtual Webinar Presentation and Accompanying Resources
6. Approved Professional Service Agreement: Community Matters
7. Ratified COVID Testing Laboratory Services Agreement with DIACARTA
8. Ratified McClellan High School's Credit Reduction for Specific 4th- and 5th-year Students
9. Approved Addition of Online PE Course to Center Adult School High School Diploma Course Offerings
10. *This item was pulled for separate consideration.*
11. Approved Memorandum of Understanding with Heartland Child and Family Services
12. Ratified 20/21 Individual Service Agreements:
 - ISA #50 Odyssey Learning Center
 - ISA #51 Meladee McCarty, OI Specialist
 - ISA #52 CCHAT
 - ISA #53 Placer Learning Center
 - ISA #54 Hanoch McCarty, Assistive Tech
 - ISA #55 American River Speech
13. Approved Agreement between Center Joint Unified School District and Integrated Fire Systems, Inc.
14. Approved Professional Services Award and Contract between JL Modular and the Center Joint Unified School District to Provide Modular Design and Engineering Services for the New Rex Fortune Elementary School Project
15. Approved Professional Service Agreement: Hugh R. Davison
16. Approved Certification of Corrective Actions for the 2019-20 Audit Finding
17. Approved Payroll Orders: July 2020 – February 2021
18. Approved Supplemental Agenda (Vendor Warrants): February 2021

Motion: Pope

Second: Bruno

Ayes: Anderson, Bruno, Kelley, Lee, Pope

Noes: None

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION

10. Approved 2020-21 Consolidated Application

Trustee Kelley asked Lisa Coronado to give a general idea of what the Consolidated Application is for and what we're looking at when we are looking at that item. Mrs. Coronado noted that she works on the financial part of the document and Tami J'Beily works on the remainder of this. As for the financial part, we break down the federal programs: Title I program, EL funds, and professional development funds from the federal government. For the Title I funds we have to allocate funds to the different Title I schools. Before we do that, we take 10% of it off the top, as required, to go towards family engagement. We give a minimum of \$50,000 to the Family Resource Center so it can be used for our homeless students and some administrative costs. What is left is disbursed to the different sites, based on a pure pupil allocation. It was about \$645 per eligible student at each school site. The school sites create school plans with their School Site Councils to determine how to spend those funds.

CONSENT AGENDA ITEMS PULLED FOR SEPARATE CONSIDERATION (Continued)

Trustee Kelley confirmed that this is just a way to account for all of our federal dollars. Mr. Loehr noted that there are two components: there is the application phase and then the reporting out. That's what this is – the report.

Motion: Bruno
Second: Anderson

Ayes: Anderson, Bruno, Kelley, Lee, Pope
Noes: None

BUSINESS ITEMS

A. APPROVED - Second Interim Report for Fiscal Year 2020-21

Lisa Coronado, Director of Fiscal Services, noted that the PowerPoint presentation is in the back of the board packet. She covered the district enrollment on census day, total funded ADA, Total Unrestricted Revenue, First Interim vs. Second Interim, Total Unrestricted Expenditures/Contributions, First Interim vs Second Interim, Unrestricted Revenue vs Expenditures/Contributions, General Fund Unrestricted Ending Fund Balance, Other Funds, 19-20 and 20-21 Comparison as of 1/31, COVID-Related Revenue, COVID-Related Expenditures, looking ahead (COVID-related funding, enrollment, cash flow).

Trustee Kelley asked if we have a plan for how our usual custodial duties that are done during the summer will be done since our schools will be open. Mr. Loehr noted that we won't be using every room during the summer program, so the vacant rooms/areas can be cleaned. Plus, we will have the whole month of July where work can be done in the rooms/areas that had been used during the summer program. He also noted that because our schools had been mostly empty for most of the year, our sites look pretty good. Trustee Anderson asked if we are looking at extending the year. Mr. Loehr noted that we are looking at the learning loss, so we would offer four weeks in June. We are already currently surveying staff to see who's willing to do that. In the upcoming weeks we will survey families to see who would like to participate, both in person and distance learning. And next year we will look at creative opportunities as well. Trustee Kelley asked if we have a rough idea how much extra funding we will be using for staff for the learning loss and for the summer school hours. Mr. Loehr noted that we will be able to address that better when we get closer to that time. We also have a plan for the HVAC system; we will look at our most aged HVAC units. Staffing will be the biggest cost for us and we also want to make sure we have funding for next school year's after-school programs, like additional tutoring and other supports for our families. Trustee Kelley asked when they might be able to get a projected cost for all of the learning loss and summer school programs. Mr. Loehr noted that they are surveying staff, but probably by April they could come back with an estimate.

Trustee Lee thanked Mrs. Coronado for the transparency. Anyone that is interested or has questions about expenditures that our board has made, it's all right there. Mr. Loehr noted that even if folks don't want to go through that document, feel free to contact the Business Office; they would be happy to assist with information in the budget. Trustee Kelley pointed out that the deferrals are back. She noted that often times with the deferrals we don't have enough to cover our cash deficiencies and we have to get a TRANS, which costs us interest. Lisa Coronado noted that we only have this one batch of deferrals. Mrs. Coronado thanked everybody at the district for allowing us to have a reserve that will get us through this time period.

Motion: Pope
Second: Anderson

Ayes: Anderson, Bruno, Kelley, Lee, Pope
Noes: None

ADVANCE PLANNING

- a. *Future Meeting Dates:*
- i. *Board Workshop: Wednesday, April 7, 2021 @ 6:00 p.m. - Riles Middle School, 4747 PFE Road, Roseville, CA 95747 and/or Virtual*
 - ii. *Regular Meeting: Wednesday, April 21, 2021 @ 6:00 p.m. - Riles Middle School, 4747 PFE Road, Roseville, CA 95747 and/or Virtual*
- b. *Suggested Agenda Items: CSBA training – Board agreed on a one day, 6 hour meeting, possibly May 15th, at 9am; will check with CSBA to confirm. Alternative date would be April 24th. Also asked if there were a couple board members that would like to be on the Social-emotional committee: Trustee Pope & Trustee Kelley (Trustee Anderson noted that she could attend when Trustee Kelley is not able to). It was also asked that at the next meeting there be a report on how a typical day looks for an elementary child. There was also a request for Budget vs actuals.*

ADJOURNMENT – 7:45 p.m.

Motion: Pope
Second: Bruno

Ayes: Anderson, Bruno, Kelley, Lee, Pope
Noes: None

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Steven Bruno
Board of Trustees Clerk

Adoption Date

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item

Date: April 21, 2021

Attached Pages

From: Scott A. Loehr, Superintendent

Principal's Initials: **SUBJECT: Adoption of Minutes****The minutes from the following meeting are being presented:**

April 7, 2021 Board Workshop

RECOMMENDATION: The CJUSD Board of Trustees approve the presented minutes.

CONSENT AGENDA

CENTER JOINT UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES WORKSHOP District Board Room, Room 503 Wilson C. Riles Middle School 4747 PFE Road, Roseville, CA 95747

Wednesday, April 7, 2021

MINUTES

The Governor issued Executive Order N-25-20, which directs Californians to follow public health directives including canceling large gatherings. The Executive Order also allows local legislative bodies to hold meetings via conference calls while still satisfying state transparency requirements. This meeting was held with a combination of Trustees attending in-person and through Zoom, and the public was able to attend in person or submit comments from our Livestream page.

CALL TO ORDER - Trustee Kelley called the meeting to order at 6:03 p.m.

ROLL CALL - Trustees Present: Mrs. Anderson, Mr. Bruno, Mrs. Kelley, Dr. Lee, Mrs. Pope
Administrators Present: Scott Loehr, Superintendent

FLAG SALUTE - led by Kelly Kelley

ADOPTION OF AGENDA - There was a motion to approve the adoption of the agenda as presented.

Motion: Bruno
Second: Pope

Ayes: General Consent

COMMENTS FROM THE AUDIENCE REGARDING ITEMS ON THE AGENDA - None

BOARD WORKSHOP

A. Brown Act Update

Scott Holbrook, Partner with Atkinson, Andelson, Loya, Ruud & Romo, presented a PowerPoint to the Board and covered the following:

- Intent of the Brown Act
- What is a Meeting?
- Social Media Use
- Legislative Bodies and Members
- Public Meetings, Procedures and Public Participation
- COVID-19
- Closed Session
- Enforcement

ADVANCE PLANNING

a. *Future Meeting Dates:*

- i. *Regular Meeting: Wednesday, April 21, 2021 @ 6:00 p.m. - District Board Room - Room 503, located at Riles Middle School, 4747 P.F.E. Road, Roseville, CA 95747*

b. *Suggested Agenda Items:*

ADJOURNMENT – 8:14 p.m.

Motion: Pope
Second: Anderson

Vote: General Consent

Respectfully submitted,

Scott A. Loehr, Superintendent
Secretary to the Board of Trustees

Steve Bruno, Clerk
Board of Trustees

Adoption Date

Center Joint Unified School District

| | | |
|--|--------------------------------|---|
| | | AGENDA REQUEST FOR: |
| Dept./Site: | Superintendent's Office | Action Item <u> X </u> |
| To: | Board of Trustees | Information Item <u> </u> |
| Date: | April 21, 2021 | # Attached Pages <u> </u> |
| From: | Scott A. Loehr, Superintendent | |
| Principal/Administrator Initials: <u> </u> | | |

SUBJECT: California School Boards Association Agreement for Governance Consulting Services

This agreement would allow for California School Board Association to provide governance consulting services, including a workshop on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity.

RECOMMENDATION: The CJUSD Board of Trustees approve the California School Boards Association Agreement for Governance Consulting Services.

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California School Boards Association

AGREEMENT FOR GOVERNANCE CONSULTING SERVICES

THIS Agreement made and entered into by and between the CALIFORNIA SCHOOL BOARDS ASSOCIATION, a nonprofit California corporation, hereinafter referred to as "CSBA" and Center Joint Unified School District hereinafter referred to as "District."

CONDITION PRECEDENT

To be eligible for this program, the district must be a member in good standing of CSBA.

The parties hereby agree as follows:

1. DUTIES AND RESPONSIBILITIES OF DISTRICT

1.1 District agrees to:

- a. assure attendance by all board members, and the superintendent of Center Joint Unified School District as requested by CSBA;
- b. provide appropriate facilities or virtual platform for each session; and
- c. provide necessary food and refreshments (this is not needed for a virtual workshop).

2. DUTIES, RESPONSIBILITIES AND RECOMMENDATIONS OF CSBA

2.1 CSBA agrees to:

- a. conduct phone interviews with board members and superintendent as appropriate.
- b. provide governance consulting services, which may include a virtual workshop to be completed not later than June 30, 2021 on governance leadership, such as district goal setting, board self-evaluation, superintendent evaluation, developing norms and protocols, developing a governance planning calendar, and other governance-related activity as CSBA and District may agree.
- c. provide any necessary copyrighted course materials as needed for the governance leadership workshop.
- d. provide summary materials from the governance consulting services.

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

- 3.1 In consideration for the consulting services, the District agrees to pay CSBA a base fee of \$2700, plus reasonable travel expenses if needed.

- 3.2 Payment is due within 30 days upon receipt of invoice from CSBA, following the service delivery.
- 3.3 In the event that District cancels the workshop after it is scheduled, District agrees to reimburse CSBA for any travel expenses already incurred by the consultant at the time of the cancellation.

4. CONTRACT TERMINATION

- 4.1 The terms of the Agreement shall terminate no later than June 30, 2021 or sooner if all provisions have been satisfied.
- 4.2 Unless otherwise terminated pursuant to this Agreement, CSBA or District may terminate this agreement without cause by giving thirty (30) days written notice to the other party.
- 4.3 Should CSBA default in the performance of this Agreement or materially breach any of its provisions, District may terminate this Agreement by giving written notification to CSBA.
- 4.4 Should District default in the performance of this Agreement or materially breach any of its provisions, CSBA may terminate this Agreement by giving written notification to District.

5. GENERAL PROVISIONS

- 5.1 For the purposes of communication between the parties, the following shall be the representatives of the parties:

| | | |
|---|---|---|
| Kelly Kelley Board President | Scott Loehr Superintendent | Naomi Eason, Ed.D Assistant Executive Director, Member Services |
| Center Joint Unified School District | Center Joint Unified School District | California School Boards Association |
| Address: 8408 Watt Avenue | Address: 8408 Watt Avenue | 3251 Beacon Boulevard |
| Antelope, CA 95843 | Antelope, CA 95843 | West Sacramento, CA 95691 |
| Phone: (916) 338-6400 | Phone: (916) 338-6400 | Phone: (916) 669-3293 Fax: (916) 371-3407 |

- 5.2 This Agreement is the entire agreement and supersedes any oral or written agreements previously entered into concerning the conduct of the Governance consulting services.
- 5.3 If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 5.4 This Agreement will be governed and construed according to the laws of the State of California.

AGREED

SCHOOL DISTRICT

BY: _____
Kelly Kelley, Board President

DATED: _____

BY: _____
Scott Loehr, Superintendent

DATED: _____

CALIFORNIA SCHOOL BOARDS ASSOCIATION

BY: Naomi Eason
Naomi Eason, Ed.D.
Assistant Executive Director,
Member Services

DATED: 04/09/2021

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: **Personnel Department**

Action Item **X**

Date: **April 21, 2021**

Information Item

To: **Board of Trustees**

Attached Pages **1**

From: **David Grimes, Director of Personnel and Student Services**

Subject: Classified Personnel Transactions

New Hire

Rhonda James, Custodian
Erika Madrid, Bilingual Assistant/Spanish
Nyjis McGhee, Instructional Specialist
Amina Tongol, Office Assistant

Resignation

Diana Alessio, Certificated Personnel Technician
Jenny Burgeson, Classified Personnel Technician
Ranjana Raghunath, Noon Duty Aide
Jasmine Skates, Cafeteria Lead
Samantha Snow, Instructional Specialist/PH Autism

Retirement

Craig Deason, Assistant Superintendent, Facilities & Operations
Sophia Kennedy, Executive Assistant
Debra Sabella, Instructional Specialist/PH Autism

Promotion

John Harvill, Custodian

Recommendation: Approve Classified Personnel Transactions as Submitted

CONSENT AGENDA

XIV-4

Rhonda James has been hired as a Custodian at Wilson Riles Middle School effective March 22, 2021.

Erika Madrid has been hired as a Bilingual Assistant/Spanish at Center High School effective March 22, 2021.

Nyjis McGhee has been hired as an Instructional Specialist at Dudley Elementary School effective April 6, 2021.

Amina Tongol has been hired as an Office Assistant at Dudley Elementary School effective March 15, 2021.

Diana Alessio is resigning from her position as Certificated Personnel Technician for the Personnel Department effective May 31, 2021.

Jenny Burgeson is resigning from her position as Classified Personnel Technician for the Personnel Department effective May 7, 2021.

Ranjana Raghunath has resigned from her position as Noon Duty Aide at Dudley Elementary School effective March 22, 2021.

Jasmine Skates has resigned from her position as Cafeteria Lead at North Country Elementary School effective April 2, 2021.

Samantha Snow has resigned from her position as Instructional Specialist/PH Autism at North Country Elementary School effective March 26, 2021.


Craig Deason is retiring from his position as Assistant Superintendent, Facilities & Operations effective June 30, 2021.

Sophia Kennedy is retiring from her position as Executive Assistant for the Personnel Department effective June 30, 2021.

Debra Sabella is retiring from her position as Instructional Specialist/PH Autism at McClellan High School effective May 27, 2021.

John Harvill has been promoted to the position of Custodian at Oak Hill Elementary School effective March 22, 2021.

Center Joint Unified School District

| AGENDA REQUEST FOR: | |
|---|---------------------------|
| Dept./Site: Personnel Department | Action Item X |
| Date: April 21, 2021 | Information Item |
| To: Board of Trustees | # Attached Pages 1 |
| From: David Grimes,  Director of Personnel and Student Services | |

Subject: Certificated Personnel Transactions

Retirement

Susan Erickson, Oak Hill Elementary
 Patricia Spore, Oak Hill Elementary
 Shirley McNichols, Center High School

Resignation

Holly McClain, Wilson C. Riles Elementary
 Colin Kelly, McClellan High School

New Hire

Tammy Cabrera, Oak Hill Elementary

Leave of Absence

Erica Alexander, Center High School

Recommendation: Approve Certificated Personnel Transactions as Submitted

CONSENT AGENDA

XIV-5

Retirement

Susan Erickson has submitted her intent to retire as Fifth Grade Teacher at Oak Hill Elementary, effective May 28, 2021.

Patricia Spore has submitted her intent to retire as Principal at Oak Hill Elementary, effective June 30, 2021.

Shirley McNichols has submitted her intent to retire as Vice Principal at Center High School, effective June 30, 2021.

Resignation

Holly McClain has submitted her intent to resign as Counselor at Wilson C. Riles, effective June 30, 2021.

Colin Kelly has submitted his intent to resign as Adult Education Teacher at McClellan High School, effective June 30, 2021.

New Hire

Tammy Cabrera has accepted the position of Special Ed. M/M teacher at Oak Hill Elementary, effective August 2, 2021.

Leave of Absence

Erica Alexander, an English Teacher at Center High School, has informed the Personnel Office in writing that she is requesting an unpaid leave of absence during the 2021-22 school year for the purpose of dependent care and child rearing. The unpaid leave will begin after maternity, and baby bonding leaves are fully expended and will last for the remainder of the 2021-22 school year. She will return to active status at the beginning of the 2022-23 school year.

The basis for her request is in the Collective Bargaining Agreement between the District and CUTA. Article XV, LEAVES, Sections G 1-2 state:

G. Leave of Absence

1. Upon a certificated employee's written request, the Board may grant up to a one (1) year unpaid leave of absence.
2. Reasons for leave may include but not be limited to the following examples: Child Adoption, Child Rearing, Dependent Care, Educational Improvement, Educational Travel, Exchange Teaching, Health, Maternity, Political Activity, Religious Observance.

Recommendation: Approve Certificated Personnel Transactions as Submitted

Center Joint Unified School District

AGENDA REQUEST FOR:

Personnel and Student Services

Date: April 9, 2021

Action Item X

To: Board of Trustees

From: David Grimes

Attached pages: _____

SUBJECT: AGREEMENT BETWEEN THE DISTRICT AND CUTA REGARDING WAGES FOR 2020-21 AND 2021-22 SCHOOL YEARS, STIPENDS, AND BENEFITS FOR 2022.

The District and CUTA Negotiations Teams came to agreement on wages and benefits as follows:

2020-21 Salary: The salary schedule will be increased by 2% using the 2019-20 schedule as a baseline, retroactive to July 1, 2020.

2021-22 Salary: The salary schedule will be increased by 2% using the new 2020-21 schedule as a baseline.

Stipends and Hourly Rates: Both salary increases for 2020-21 and 2021-22 will be applied to stipend and hourly rates effective July 1, 2021.

2022 Benefits: The District will pay the following toward employee medical plans:

Employee Only: \$675

Employee +1: \$970

Employee +Family: \$1350

Recommended Action: Approve agreement with CUTA.

CONSENT AGENDA

2020-21 & 2021-22 Two-Year Agreement

T.A.
David Huim 2/22/21
K. Mason 2/22/21

CUTA

2020-21 Salary

The certificated salary schedule will be increased by two percent (2.0%) using the 2019-20 schedule as a baseline. The salary increase will be retroactive to July 1, 2020 and shall commence within 60 days of Board approval of this agreement.

2021-22 Salary

The Class I column from the certificated salary schedule will be eliminated. Class II will become Class I and will require a BA/BS for placement. Class III will become Class II and require BA/BS+45 for placement. Class IV will become Class III and required BA/BS+60 for placement. Class V will become Class IV and required BA/BS+75 for placement. Current employees who have 72-74 units will be held harmless and remain in Class IV.

The Class V Steps 1-5 shall be filled in to reflect a 5% increase from Class IV at the same step.

The certificated salary schedule will be increased by two percent (2.0%) using the 2020-21 schedule as a baseline.

2021-22 Benefits

Beginning with the 2022 benefit plan year, the District shall pay \$675 toward each employee-only medical plan. The District's contribution to health savings accounts shall be adjusted for each HDHP plan so the combined HDHP and HSA contributions do not exceed \$675 per month.

Beginning with the 2022 benefit plan year, the District shall pay \$970 toward each employee plus one medical plan.

Beginning with the 2022 benefit plan year, the District shall pay \$1350 toward each family medical plan.

Stipends and Hourly Rates

Both salary increases for 2020-21 and 2021-22 will be applied to stipend and hourly rates effective July 1, 2021.

Center Joint Unified School District

AGENDA REQUEST FOR:

Personnel and Student Services

Date: April 9, 2021

Action Item X

To: Board of Trustees

From: David Grimes

Attached pages: 6

SUBJECT: TENTATIVE AGREEMENT BETWEEN THE DISTRICT AND CSEA No. 610 REGARDING WAGES FOR 2020-21 AND 2021-22 SCHOOL YEARS, AND BENEFITS FOR 2022. ALSO INCLUDES NEW CONTRACT LANGUAGE PERTAINING TO PAY FOR OUT OF CLASS DUTIES (ARTICLE XIX – WAGES, SECTION H)

The District and CSEA Negotiations Teams came to agreement on wages and benefits as follows:

2020-21 Salary: The salary schedule will be increased by 2% using the 2019-20 schedule as a baseline, retroactive to July 1, 2020. Excluded are those who received a raise through an increase in Minimum Wage on January 1, 2021.

2021-22 Salary: The salary schedule will be increased by 2% using the new 2020-21 schedule as a baseline.

Stipends: Effective July 1, 2021, the District will pay a classified employee a stipend for the highest educational degree achieved, except in the case of an Ed.D/Ph.D, when the employee will also receive the Master's Degree Stipend. Further, a stipend will be paid for designated professional licenses.

2022 Benefits: The District will pay \$675 toward the employee-only medical plan.

Out-of-Class Duty Pay: New language was agreed upon which outlines the rate of pay and the conditions under which out-of-class work may be claimed.

Recommended Action: Approve agreement with CSEA.

CONSENT AGENDA

*TA 3/12/21
Marie Huggins
David Huggins*

**Tentative Agreement
between
Center Joint Unified School District
and
California School Employees Association and its Center Chapter No. 610
2020-2021 and 2021-2022 School Years**

The parties have reached the following tentative agreement to conclude negotiations on wages and benefits for the 2020-2021 and 2021-2022 school years. The parties agree as follows:

1. Article XIX- Wages

2020-21 Salary

The classified salary schedule will be increased by two percent (2.0%) using the 2019-20 schedule as a baseline. The salary increase will be retroactive to July 1, 2020 and shall commence within 60 days of Board approval of this agreement. Salary ranges on the classified salary schedule that were below the 2021 minimum wage as of July 2020 will be excluded from the 2% increase.

2021-22 Salary

The classified salary schedule will be increased by two percent (2.0%) using the 2020-21 schedule as a baseline. Salary ranges on the classified salary schedule that are below the 2022 minimum wage (\$15.00 per hour) as of July 2021 will be included in the 2% increase for the 2021-2022 school year, and will further increase to \$15.00 per hour beginning January 1, 2022.

2021-22 Stipends (Effective July 1, 2021)

Any employee with the following educational degree from an accredited institution shall receive the corresponding annual stipend paid over their working months. Employees will be paid for only the highest educational stipend except both a Ed.D/Ph.D and Master's stipend will be paid.

Ed.D/Ph.D \$1000

Master's Degree \$750

Bachelor's Degree \$500

Associate's Degree \$250

Employees working in the classifications of Groundskeeper, Maintenance Worker, or Maintenance Worker/HVAC will receive a stipend of \$250 paid over their working months if they hold any of the certifications listed in the CSEA and CJUSD Collective Bargaining Agreement.

2. Article XX- Health and Welfare Benefits

2021-22 Benefits

Beginning with the 2022 benefit plan year, the District shall pay \$675 toward each employee-only medical plan. The District's contribution to health savings accounts shall be adjusted for each HDHP plan so the combined HDHP and HSA contributions do not exceed \$675 per month.

The parties agree this tentative agreement is subject to ratification by the unit and approval by the Board. Tentatively agreed on March 12, 2021.

FOR CSEA

Marie Nuggina

FOR DISTRICT

David Herman

ADDENDUM
TO THE MARCH 12, 2021
TENTATIVE AGREEMENT BETWEEN THE
CENTER JOINT UNIFIED SCHOOL DISTRICT ("DISTRICT")
AND
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS CENTER CHAPTER 610 ("CSEA")

This addendum is agreed to by and between the Center Joint Unified School District and the California School Employees Association and its Center Chapter #610 (together "the parties") to the tentative agreement reached by the parties on March 12, 2021.

The parties agree to the following changes to Article XIX – Wages:

H. Out of Class Duties/Pay

Any employee working/substituting out of class in a position with a higher hourly wage range shall have their hourly rate adjusted to the lowest step of the higher range that represents no less than a two and one-half percent (2½%) increase. When an employee works/substitutes in a lower classification the employee does not currently hold, the employee's rate of pay will never be less than the hourly rate the employee currently receives. The employee must receive prior written authorization from the site administrator/supervisor before working/subbing out of classification.

For CSEA:

Marie Stuggins
Chapter President

3/31/2021
Date:

Cesar Mata
Labor Relations Representative

3/31/2021
Date:

For CJUSD:

LC
Authorized representative of CJUSD

3/31/21
Date:

Center Joint Unified School District

AGENDA REQUEST FOR:

Personnel and Student Services

Date: April 9, 2021

Action Item X

To: Board of Trustees

From: David Grimes

Attached pages: _____

SUBJECT: SALARY SCHEDULE FOR EXECUTIVE MANAGEMENT FOR 2020-21 AND 2021-22 SCHOOL YEARS, AND BENEFITS FOR 2022.

The following are proposed salary schedules and benefits for Executive Management. The new schedules are in alignment with what was agreed to for classified and certificated employees:

2020-21 Salary: The salary schedule will be increased by 2% using the 2019-20 schedule as a baseline, retroactive to July 1, 2020.

2021-22 Salary: The salary schedule will be increased by 2% using the new 2020-21 schedule as a baseline.

2022 Benefits: The District will pay the following toward employee medical plans:

Employee Only: \$675

Employee +1: \$970

Employee +Family: \$1350

Recommended Action: Approve salary schedules and benefits for Executive Management.

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Center Joint Unified School District

AGENDA REQUEST FOR:

Personnel and Student Services

Date: April 9, 2021

Action Item X

To: Board of Trustees

From: David Grimes

Attached pages: _____

SUBJECT: SALARY SCHEDULE FOR MANAGEMENT FOR 2020-21 AND 2021-22 SCHOOL YEARS, AND BENEFITS FOR 2022.

The following are proposed salary schedules and benefits for Management. The new schedules are in alignment with what was agreed to for classified and certificated employees:

2020-21 Salary: The salary schedule will be increased by 2% using the 2019-20 schedule as a baseline, retroactive to July 1, 2020.

2021-22 Salary: The salary schedule will be increased by 2% using the new 2020-21 schedule as a baseline.

2022 Benefits: The District will pay the following toward employee medical plans:

Employee Only: \$675

Employee +1: \$970

Employee +Family: \$1350

Recommended Action: Approve salary schedules and benefits for Management.

CERTIFIED

Center Joint Unified School District

AGENDA REQUEST FOR:

Personnel and Student Services

Date: April 9, 2021

Action Item X

To: Board of Trustees

From: David Grimes

Attached pages:

SUBJECT: SALARY SCHEDULE FOR CONFIDENTIAL EMPLOYEES FOR 2020-21 AND 2021-22 SCHOOL YEARS, AND BENEFITS FOR 2022.

The following are proposed salary schedules and benefits for Confidential Employees. The new schedules are in alignment with what was agreed to for classified and certificated employees. However, Confidential Employees elected to forego 1% of the offered 2% salary increase in 2020-21 for the sake of adding a new Step 10 and Step 15 to their salary schedule.

2020-21 Salary: The salary schedule will be increased by 1% using the 2019-20 schedule as a baseline, retroactive to July 1, 2020.

2021-22 Salary: The salary schedule will be increased by 2% using the new 2020-21 schedule as a baseline.

Longevity: Beginning July 1, 2020, the Confidential Salary Schedule will add a Step 10 with a 3% increase from Step 6, and a Step 15, with a 3% increase from Step 10.

2022 Benefits: The District will pay the following toward employee medical plans:

Employee Only: \$675

Employee +1: \$970

Employee +Family: \$1350

Recommended Action: Approve new salary schedules and benefits for Confidential Employees.

CONFIDENTIAL

Center Joint Unified School District

Dept./Site: Superintendent's Office

To: Board of Trustees

Date: April 21, 2021

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials:

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 1

SUBJECT: Employment Agreement Amendment - Superintendent

Section III, Salary - Addition of Item 2f

RECOMMENDATION: CJUSD Board of Trustees Approve the Employment Agreement Amendment for the Superintendent.

SECRET

EMPLOYMENT AGREEMENT AMENDMENT

This Agreement is entered into by and between the GOVERNING BOARD, hereinafter referred to as "BOARD," and on behalf of the CENTER JOINT UNIFIED SCHOOL DISTRICT of Sacramento County, California, hereinafter referred to as the "DISTRICT," and Scott A. Loehr, hereinafter referred to as the "SUPERINTENDENT," effective April 21, 2021.

IT IS HEREBY AGREED by the parties hereto that the employment Agreement between the Board and the Superintendent dated July 29, 2009 is hereby amended effective April 21, 2021 and applied retroactively to July 1, 2020 as follows:

CONTRACT AMENDMENT

Amended Contract Section III. Salary Item #2: (addition of Item 2f)

- f. **Beginning July 1, 2020, the Superintendent's base salary (established as amendment October 18, 2017) will be increased by 2.0% in the 2020/2021 school year and 2.0% again in the 2021/2022 school year to establish his new base salary for future years.**

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement effective on the date and year first hereinabove written.

SUPERINTENDENT

GOVERNING BOARD, CENTER
JOINT UNIFIED SCHOOL DISTRICT

SCOTT A. LOEHR

NANCY ANDERSON

Dated: _____

STEVEN BRUNO

KELLY KELLEY

TABIA LEE, EdD

DELRAE POPE

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Curriculum and Instruction

Date: March 26, 2021

Action Item XX

To: Board of Trustees

Information Item

From: Michael Jordan

Director of Curriculum, Instruction, and Special Education

Initials: MDJ

4 # Attached Pages

SUBJECT: Assist Team Memorandum of Understanding

The Department of Curriculum and Instruction would like to enter into an MOU with Team Assist to facilitate a summer program at all elementary schools this summer based on getting kids active in fun and exciting activities. The CJUSD has successfully worked with Team Assist in the past to provide recess and lunch activities for our elementary students.

RECOMMENDATION: Approve the MOU as written.

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Summary of ASSIST Team Summer Partnership With Center Unified

Dates: 6/1/21 - 6/30/21

Days: Monday - Thursday

Time: 9 AM - 12 PM

Schools: Dudley Elementary, Oak Hill Elementary, North Country Elementary, Spinelli Elementary

Staffing: 2 Coaches per school, 3 hours per day

Rates: \$99 an hour per 2 Coaches

Total Contract: \$21,384

The ASSIST Team will provide two Gold Standard Role Model coaches to each elementary school in Center Unified in order to facilitate a safe and fun program based on exciting games and getting kids active! Throughout the program, ASSIST Coaches will also focus on character education and aligning with each school's PBIS initiatives. These all fully integrate with our programming and do not take away from the high levels of fun the kids will have, in fact they add to it! Each session will end with a short and reflective summary of the day's lessons and a take home mission that encourages retention of all concepts.

All programming is based on our Limited Contact Sports curriculum, an example of our proprietary curriculum will be provided below, with it being slightly modified to be current with COVID-19 guidelines (ASSIST understands that COVID-19 guidelines are ever changing, and will make every effort to be up to date and work directly with school administration to ensure we are meeting the school's requirements at all times). Student safety is our highest priority.



Memorandum of understanding between Center Joint Unified School District
and Structured Sports Development Program

This agreement specifies the expectations of the partnership between Center Joint Unified School District and Structured Sports Development Program. The partnership takes effect upon both parties signature and is effective from **June 1st, 2021 through, June 30th, 2021**. Structured Sports Development Program will provide service to **Dudley Elementary, North Country Elementary, Oak Hill Elementary, and Spinelli Elementary**.

Responsibilities of Contractor:

- Provide fun and game based engaging sports and character education classes. These classes will provide students with the opportunity to have successful access to the common core state standards. Instruction will teach topics including (but not limited to): perseverance (CCSS Math), communication (CCSS M, ELA), responding to the arguments of others (CCSS ELA), learning how their actions contribute to a sequence of events (CCSS ELA), moving through time and space (PE), working cooperatively (PE, CCSS M and ELA), and manipulating objects (PE)
 - Coaches will provide safe and structured sports activities for students during their summer program
 - School based PBIS Initiatives will be reinforced
 - Coaches will assist with maintaining structure and order on campus

Structured Sports ASSIST Team will provide support and engagement with tier two (2) students daily. This will be a mentorship and positive behavior initiative for school site. These students will be designated by administration with a goal for corrected behavior in the class and other areas of school site.

- Structured Sports's A.S.S.I.S.T. Team aims to provide:
 - A safe environment for all students to engage in physical movements that reduces the risk of injury.
 - Reduced behavior issues (suspensions and referrals) which allows students to be in the classroom.
 - Character education within sports to build teamwork (conflict resolution, communication, respect, problem solving), Sportsmanship (courtesy, integrity, responsibility, trust, follow rules, proper use of social/ emotional skills) and how to become a leader.



- Aligned with PBIS and share common goals:

Be safe: Follow rules and show self control

Be Responsible: Be accountable for your actions and build trust

Be Respectful: Be nice, encourage, and motivate others

Structured Sports Development Program's A.S.S.I.S.T. Team aims to enrich students as a supplemental physical education, structured recess, and as an after school program provider. A.S.S.I.S.T. Coaches teach students fundamentals of all blacktop/grass sports including but not limited to: Basketball, Football, Soccer, Volleyball, Baseball. Each week the coaches focus on an individual sport, each day there is a new drill/activity to develop skills in the sport. The key aspect of the A.S.S.I.S.T. Team is character education, coaches have daily curriculum for positive traits such, as but not limited to: teamwork, sportsmanship, courtesy, integrity, self control, responsibility, respect, trust and a host of other traits from our character tool belt. This enables coaches to work on social/emotional skill building, conflict resolution, peer to peer education, and a higher attention rate in classrooms after recess.

While the A.S.S.I.S.T. team achieves both a physical and educational curriculum, the highly trained coaches are the true success in the program. Coaches are engaged with each and every student. Coaches include all students and start with a pre huddle education pep talk, and they facilitate up to 50 (20 due to COVID-19 Cohorts) students per session. Inclusion is a high priority for the program.

We maintain a Safe and Friendly environment for all and encourage students to try new sports they have either not tried or been "intimidated" by to build a team aspect and a school spirit environment. "Can I trust you to be apart of the A.S.S.I.S.T. Team?" We are building a team of confident and mature students at each site that carries into all other ares of the school.

We prevent behavior issues with the students who need more equity, we have lowered suspension rates, and we do one on ones with students or classes as a Full Service Educational program.

ASSIST Commits to:

- Hire and manage all Structured Sports Development Program staff, 2 coaches per site
- Ensure all staff will have criminal record check/finger printed and TB clearance
- Provide performance opportunities for students within program
- Make recommendations on the resources and materials needed
- To pay all staff



- Communicate on a consistent basis with school staff
- Termination clause: District can terminate MOU for:
 - Lack of services, including dissatisfaction with performance
 - Change in funding priorities or lack of funds
- Provide services from **June 1st, 2021** through **June 30th, 2021**, 3 hours a day from 9 AM - 12 PM, 4 days a week. **18 total sessions**. Sessions at **\$99** an hour. This includes two (2) coaches per site daily.

Responsibilities of School District:

- Secure funding of **\$21,384** for total contract, invoiced monthly with the final invoice to be submitted no later than **June 30th, 2021**.
- Invoiced monthly based on sessions completed at end of month
- **NET 30 DAY PAYMENT**
The District may terminate this contract if the provider fails to deliver services agreed. Signatures:


STRUCTURED SPORTS DEVELOPMENT PROGRAM

DATE:

3/9/2021

DISTRICT REPRESENTATIVE

DATE:

*Center Joint Unified School District***AGENDA REQUEST FOR:****Dept./Site:** Instructional Services**Action Item** X **To:** Board of Trustees**Information Item** **Date:** April 21, 2021**# Attached Pages** **From:** Mike Jordan, Director of Special Education & Curriculum**Principal/Administrator Initials:** MDJ **SUBJECT: Curriculum Associates for I-Ready Math and Reading**

I-Ready is a diagnostic assessment program that provides teachers and administrators with actionable data.

I-Ready will replace CAASPP testing for 3rd-8th grades this school year. It will also be used as our local assessment tool moving forward.

CJUSD \$28,047.10 Math
#37,547.10 Reading

Budget Code: 01-630-0-5800-103-1110-1000-019-000

RECOMMENDATION: The CJUSD Board of Trustees Approve Curriculum Associates for I-Ready Math and Reading.

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Curriculum Associates®

Prepared For:
Rebecca Lawson
Center Joint Unif Sch Dist
8408 Watt Ave,
Antelope, CA 95843

2/26/2021

Dear Rebecca Lawson,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

| Quote ID: 233843.16 | | Valid through: 12/31/2021 |
|--------------------------|---------------------|---------------------------|
| Product | List Price | Net Price |
| i-Ready | \$25,506.00 | \$16,547.10 |
| Professional Development | \$11,500.00 | \$11,500.00 |
| | List Total: | \$37,006.00 |
| | Savings: | \$8,958.90 |
| | Shipping/Tax/Other: | \$0.00 |
| | Total: | \$28,047.10 |

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 233843.16

Date: 2/26/2021

Valid through: 12/31/2021

Prepared For:
Rebecca Lawson
Center Joint Unif Sch Dist
8408 Watt Ave,
Antelope, CA 95843
rlawson@centerusd.org
(916) 338-6400

Your Representative:
Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Arthur S Dudley Elem School 8000 Aztec Way, Antelope, CA 95843

Total Building Enrollment: 655

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 655 | \$6.00 | \$5.70 | \$3,733.50 |
| Subtotal: | | | | | | \$5,233.50 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,233.50 |

Center High School 3111 Center Court Ln, Antelope, CA 95843

Total Building Enrollment: 1297

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|------|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year | Multiple | 14928.0 | 1297 | \$6.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$1,500.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$1,500.00 |

Center Joint Unif Sch Dist 8408 Watt Ave, Antelope, CA 95843

Total Building Enrollment: 2907

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|------------|
| Professional Development i-Ready Assessment Add on Leadership Session (Up to 3 hrs) | Multiple | 19990.0 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment Getting Started with i-Ready Webinar (Teacher Year 1) | Multiple | 19991.0 | 2 | \$500.00 | \$500.00 | \$1,000.00 |
| Subtotal: | | | | | | \$1,000.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$1,000.00 |

Cyril Spinelli Elem School 3401 Scotland Dr, Antelope, CA 95843

Total Building Enrollment: 277

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 277 | \$6.00 | \$5.70 | \$1,578.90 |
| Subtotal: | | | | | | \$3,078.90 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,078.90 |

McClellan High School 8725 Watt Ave, Antelope, CA 95843

Total Building Enrollment: 51

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License Grades 9-12 1 Year | Multiple | 14928.0 | 51 | \$6.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$1,500.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$1,500.00 |

North Country Elem School 3901 Little Rock Dr, Antelope, CA 95843

Total Building Enrollment: 617

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 617 | \$6.00 | \$5.70 | \$3,516.90 |
| Subtotal: | | | | | | \$5,016.90 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,016.90 |

Oak Hill Elementary School 3909 N Loop Blvd, Antelope, CA 95843

Total Building Enrollment: 708

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--|----------|---------|-----|------------|------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 708 | \$6.00 | \$5.70 | \$4,035.60 |
| Subtotal: | | | | | | \$5,535.60 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$5,535.60 |

Wilson C Riles Middle School 4747 Pfe Rd, Roseville, CA 95747

Total Building Enrollment: 646

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--------------|-------|--------|-----|------------|-----------|-------|
|--------------|-------|--------|-----|------------|-----------|-------|

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|--|----------|---------|-----|------------|------------------|------------|
| Professional Development i-Ready Assessment New User Package - Using Data to Plan Instruction (All sessions up to 6 hrs) | Multiple | 22505.0 | 1 | \$1,500.00 | \$1,500.00 | \$1,500.00 |
| i-Ready Assessment Math Per Student License 1 Year | Multiple | 13086.0 | 646 | \$6.00 | \$5.70 | \$3,682.20 |
| | | | | | Subtotal: | \$5,182.20 |
| | | | | | Shipping: | \$0.00 |
| | | | | | Tax: | \$0.00 |
| | | | | | School Subtotal: | \$5,182.20 |

Total

| | |
|---------------------|--------------------|
| List Total: | \$37,006.00 |
| Savings: | \$8,958.90 |
| Merchandise Total: | \$28,047.10 |
| Voucher/Credit: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Estimated Shipping: | \$0.00 |
| Total: | \$28,047.10 |

Special Notes

5% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

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Curriculum Associates[®]

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Please attach quote to all signed purchase orders.

- 1) **Email:** orders@cainc.com
- 2) **Fax:** 1-800-366-1158
- 3) **Mail:**
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates, LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's Customer Service department (1-800-225-0248) and reference quote number for questions.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

| Order Amount | Freight Amount |
|---------------------------|-----------------------|
| \$74.99 or less | Max charge of \$12.75 |
| \$75.00 to \$999.99 | 12% of order |
| \$1,000.00 to \$4,999.99 | 10% of order |
| \$5,000.00 to \$99,999.99 | 8% of order |
| \$100,000.00 and more | 6% of order |

Please contact local CA Representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500 lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: Payment in full at time of order
- Accounts must be current before subsequent shipments are made

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Curriculum Associates®

Prepared For:

Mike Jordan
Center Joint Unif Sch Dist
8408 Watt Ave,
Antelope, CA 95843

4/9/2021

Dear Mike Jordan,

Thank you for requesting a price quote from Curriculum Associates. The chart below provides a summary of the products and/or services included. If you have any questions or would like any changes, please contact us.

| Quote ID: 239429.7 | | Valid through: 12/31/2021 |
|--------------------------|-------------|---------------------------|
| Product | List Price | Net Price |
| i-Ready | \$25,506.00 | \$16,547.10 |
| Professional Development | \$24,500.00 | \$21,000.00 |
| List Total: | | \$50,006.00 |
| Savings: | | \$12,458.90 |
| Shipping/Tax/Other: | | \$0.00 |
| Total: | | \$37,547.10 |

Thank you again for your interest in Curriculum Associates.

Sincerely

Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Please submit this quote with your purchase order

Curriculum Associates®

Quote ID: 239429.7 Date: 4/9/2021 Valid through: 12/31/2021

Prepared For:
Mike Jordan
Center Joint Unif Sch Dist
8408 Watt Ave,
Antelope, CA 95843
mikejordan@centerusd.org
(916) 338-6320

Your Representative:
Kajsa Freborg
(916) 995-3533
kfreborg@cainc.com

Arthur S Dudley Elem School 8000 Aztec Way, Antelope, CA 95843

Total Building Enrollment: 655

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 655 | \$6.00 | \$5.70 | \$3,733.50 |
| Subtotal: | | | | | | \$6,733.50 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,733.50 |

Center High School 3111 Center Court Ln, Antelope, CA 95843

Total Building Enrollment: 1297

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|------|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | Multiple | 14936.0 | 1297 | \$6.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$3,000.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,000.00 |

Center Joint Unif Sch Dist 8408 Watt Ave, Antelope, CA 95843

Total Building Enrollment: 2907

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|-----------|--------|
| Professional Development i-Ready Assessment Add on Leadership Session (Up to 3 hrs) | Multiple | 19990.0 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$0.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |

School Subtotal: \$0.00

Cyril Spinelli Elem School 3401 Scotland Dr, Antelope, CA 95843

Total Building Enrollment: 277

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 277 | \$6.00 | \$5.70 | \$1,578.90 |
| Subtotal: | | | | | | \$4,578.90 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$4,578.90 |

McClellan High School 8725 Watt Ave, Antelope, CA 95843

Total Building Enrollment: 51

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License Grades 9-12 1 Year | Multiple | 14936.0 | 51 | \$6.00 | \$0.00 | \$0.00 |
| Subtotal: | | | | | | \$3,000.00 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$3,000.00 |

North Country Elem School 3901 Little Rock Dr, Antelope, CA 95843

Total Building Enrollment: 617

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 617 | \$6.00 | \$5.70 | \$3,516.90 |
| Subtotal: | | | | | | \$6,516.90 |
| Shipping: | | | | | | \$0.00 |
| Tax: | | | | | | \$0.00 |
| School Subtotal: | | | | | | \$6,516.90 |

Oak Hill Elementary School 3909 N Loop Blvd, Antelope, CA 95843

Total Building Enrollment: 708

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|--------------|-------|--------|-----|------------|-----------|-------|
|--------------|-------|--------|-----|------------|-----------|-------|

| | | | | | | |
|---|----------|---------|-----|------------|------------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 708 | \$6.00 | \$5.70 | \$4,035.60 |
| | | | | | Subtotal: | \$7,035.60 |
| | | | | | Shipping: | \$0.00 |
| | | | | | Tax: | \$0.00 |
| | | | | | School Subtotal: | \$7,035.60 |

Wilson C Riles Middle School 4747 Pfe Rd, Roseville, CA 95747

Total Building Enrollment: 646

| Product Name | Grade | Item # | Qty | List Price | Net Price | Total |
|---|----------|---------|-----|------------|------------------|------------|
| Online Educator Learning Platform Site License Including Educator Prep Series (Complements Onsite and Virtual Professional Development) | Multiple | 28024.0 | 1 | \$500.00 | \$0.00 | \$0.00 |
| Professional Development i-Ready Assessment New User Package - Getting Good Data and Using Data to Plan Instruction (2 sessions up to 6 hrs each) | Multiple | 19985.0 | 1 | \$3,000.00 | \$3,000.00 | \$3,000.00 |
| i-Ready Assessment Reading Per Student License 1 Year | Multiple | 13088.0 | 646 | \$6.00 | \$5.70 | \$3,682.20 |
| | | | | | Subtotal: | \$6,682.20 |
| | | | | | Shipping: | \$0.00 |
| | | | | | Tax: | \$0.00 |
| | | | | | School Subtotal: | \$6,682.20 |

Total

| | |
|---------------------|--------------------|
| List Total: | \$50,006.00 |
| Savings: | \$12,458.90 |
| Merchandise Total: | \$37,547.10 |
| Voucher/Credit: | \$0.00 |
| Estimated Tax: | \$0.00 |
| Estimated Shipping: | \$0.00 |
| Total: | \$37,547.10 |

Special Notes

5% discount applied to i-Ready based on scope of quote. All i-Ready purchases require professional development.

F.O.B.: N. Billerica, MA 01862

Shipping: Shipping based on MDSE total

Terms: Net 30 days, pending credit approval

Fed. ID: #26-3954988

Please submit this quote with your purchase order

Y8

Curriculum Associates®

Information on Professional Development Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PD sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PD sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PD Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates®

Placing an Order

Email: orders@cainc.com | **Fax:** 1-800-366-1158

Mail:

ATTN: CUSTOMER SERVICE DEPT.

Curriculum Associates LLC

153 Rangeway Rd

North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions.

Please attach quote to all signed purchase orders.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

| Order Amount | Freight Amount |
|-----------------------|-----------------------|
| \$74.99 or less | Max charge of \$12.75 |
| \$75.00 to \$999.99 | 12% of order |
| \$1,000 to \$4,999.99 | 10% of order |

| Order Amount | Freight Amount |
|---------------------------|----------------|
| \$5,000.00 to \$99,999.99 | 8% of order |
| \$100,000 and more | 6% of order |

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH or wire payments. CA's bank remittance information is:

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank – San Francisco, CA
- ABA Routing: 121000248
- SWIFT Code (International Only): WFBUS65
- Tax ID: 26-3954988

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

i-Ready®

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support.

Return Policy

Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased materials with pre-approval from CA's Customer Service within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248) for return authorization. When returning material, please include your return authorization number and the return form found on the CA website. i-Ready®, Toolbox®, and BRIGANCE® Online Management Systems may be returned for a pro-rated refund for the remaining time left on the contract. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, and Ready Classroom® student and teacher sets. For more information about the return policy, please visit CurriculumAssociates.com/support/shipping-and-returns.

Center Joint Unified School District

| | |
|--|------------------------------|
| AGENDA REQUEST FOR: | |
| Dept./Site: Facilities & Operations | Action Item <u>X</u> |
| To: Board of Trustees | Information Item <u> </u> |
| Date: April 21, 2021 | # Attached Pages <u>1</u> |
| From: Craig Deason, Asst. Superintendant | |
| Initials: <u>CD</u> | |

| |
|---|
| <p>SUBJECT: Notice of Completion-Vanden Bos Electric Inc-Electric Bus Charger Project</p> <p>The installation of bus chargers in the Maintenance and Operations Yard awarded to Vanden Bos Electric Inc. on August 19, 2020</p> <p>Vanden Bos Electric Inc. has met the requirements set forth in the contract. Work has been complete to the satisfaction of the School District on April 5, 2021.</p> <p>Thirty-five (35) days following the filing of the Notice of Completion with the Sacramento County Recorder's Office, the District may release the 5% contractor's retention. The 5% retention is included within the contract price, so there is no net fiscal impact to the District.</p> <p>RECOMMENDATION: That the Board of Trustees approve the Notice of Completion for Vanden Bos Electric Inc., for the bus charger work completed at the Maintenance and Operations Yard.</p> |
|---|

CONSENT AGENDA

RECORDING REQUESTED BY

Center Joint Unified School District

AND WHEN RECORDED MAIL TO:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN

That the work of Installation of Electric Bus Chargers Project was completed on: April 5, 2021

That the name and address of owner of said property is:

CENTER JOINT UNIFIED SCHOOL DISTRICT
8408 Watt Avenue
Antelope, CA 95843

The nature of its title to said property is a fee simple.

No fee, per Government Code 6103.

That the name of the original contractor for the work is Vanden Bos Electric Inc., a licensed contractor of California. That the property herein above referred to is located at 8408 Watt Avenue, Antelope, CA 95843.

Center Joint Unified School District
A Political Subdivision of the State of California

By: _____

Scott A. Loehr, Superintendent
Center Joint Unified School District
8408 Watt Avenue, Antelope, CA 95843

(STATE OF CALIFORNIA)
(City of Antelope)
(County of Sacramento)

Scott A. Loehr, being first duly sworn, deposes and says: That I am the Superintendent of the Center Joint Unified School District, which District is the owner of property described in the forgoing Notice of Completion and knows the contents thereof; that the facts therein stated are true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing to true and correct.

Dated this 21st day of April, 2021.

Scott A. Loehr, Superintendent

Center Joint Unified School District

Dept./Site: Facilities & Operations

To: Board of Trustees

Date: April 21, 2021

From: Craig Deason, Asst. Superintendant

Initials: CD

AGENDA REQUEST FOR:

Action Item X

Information Item _____

Attached Pages 17

**SUBJECT: Saenz Landscape Construction Company-Oak Hill Front Entry
Landscape Project**

This agreement between Center Joint Unified School District and Saenz Landscape Construction Company, includes furnishing all labor, materials, and equipment to perform and complete the Oak Hill Front Entry Landscaping Project.

Contract price is Forty-One Thousand, Two Hundred Sixty-Two (\$41,262.00)

RECOMMENDATION: The Board of Trustees approve the Agreement By and Between Saenz Landscape Construction Company and Center Joint Unified School District.

COPIES

AGREEMENT FORM

THIS AGREEMENT ("Agreement" or "Contract"), entered into this 21th day of April, 2021 in the County of Sacramento of the State of California, by and between the Center Joint Unified School District, hereinafter called the "Owner" or the "District", and Saenz Landscape Construction Company, hereinafter called the "Contractor".

WITNESSETH that the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with Oak Hill Front landscape Project ("Project") in strict accordance with the Contract Documents enumerated in Article 8 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The Owner may give notice to proceed within ninety (90) days of the award of the bid by the Owner. Once the Contractor has received a notice to proceed, the Contractor shall reach Final Completion of the Project within thirty (45) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project is adequate for the timely and proper completion of the Project within the Contract time.

In the event that the Owner desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the Owner. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the Owner's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the Owner within ten (10) days after receipt by the Contractor of the Owner's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the Owner the sum of zero Dollars (\$0) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the Owner may deduct such amount thereof from any money due or that may become due the Contractor under the Contract. This Article shall not be construed as preventing the Owner from the recovery of damages (actual or other) under the Contract Documents.

ARTICLE 4 - CONTRACT PRICE:

4.1 **Contract Price.** The Owner shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of FORTY-ONE THOUSAND, TWO HUNDRED SIXTY-TWO DOLLARS (\$41,262.00) said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth herein.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the Owner, subject to the monetary limitations set forth in Public Contract Code Section 20118.4. In the event that the Contractor proceeds with a Change in work without an agreement between the Owner and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

4.2 **Warranty of Title.** The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and

equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Project. If a lien or stop notice of any nature should at any time be filed against the Project or any Owner property, by any entity which has supplied material or services at the request of the Contractor, Contractor shall promptly, on demand by Owner and at Contractor's and own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately. If the Contractor fails to furnish to the Owner within five (5) calendar days after demand by the Owner, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then Owner may discharge such indebtedness and deduct the amount required, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

4.3 **Payment Applications.** On or before the fifth (5th) day of each calendar month during the progress of the work, Contractor shall submit to the Architect (or District if there is no Architect), an itemized application for payment for all work completed. Such application shall be notarized, if required, and supported by the information and documents as Architect or District requires.

4.4 **Reasons to Withhold Payment.** The Owner may withhold payment, in whole, or in part, to such extent as may be necessary to protect the Owner from loss because of, but not limited to:

- (a) Defective work not remedied;
- (b) Stop notices served upon the Owner;
- (c) Liquidated damages assessed against the Contractor;
- (d) Damage to the Owner or other contractor;
- (e) Unsatisfactory prosecution of the work by the Contractor;
- (f) Failure of the Contractor to prosecute the work in a timely manner.
- (g) Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- (h) Failure to properly maintain or clean up the site;
- (i) Payments to indemnify, defend, or hold harmless the Owner; or
- (j) Failure to pay Subcontractors or suppliers.

4.5 **Nonconforming Work.** If Contractor defaults or neglects to carry out the work required to complete the Project or fails to perform any provision hereof, Owner may, after 48 hours' written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The Owner shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If Owner deems it inexpedient to correct work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made.

ARTICLE 5 - HOLD HARMLESS/ INDEMNITY: Contractor shall defend, indemnify and hold harmless Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the Owner.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the Owner, arising out of or in any way connected with work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off Owner property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the Owner.

- (c) Any dispute between Contractor and Contractor's subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Owner, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the Owner, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Project; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 – INSURANCE & BONDS:

6.1 **Insurance Requirements.** Before the commencement of the work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the Owner from claims set forth below, which may arise out of or result from the Contractor's work under the Contract and for which the Contractor may be legally liable, whether such work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- (a) Claims for damages because of bodily injury, sickness, disease, or death of any person Owner would require indemnification and coverage for employee claim;
- (b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- (c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- (d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the work;
- (e) Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- (f) Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- (g) Claims involving sudden or accidental discharge of contaminants or pollutants.

6.2 **Specific Insurance Requirements.** Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$1,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

| | | |
|-----|--|----------------|
| (a) | Per occurrence (combined single limit) | \$1,000,000.00 |
| (b) | Project Specific Aggregate (for this Project only) | \$1,000,000.00 |
| (c) | Products and Completed Operations (aggregate) | \$1,000,000.00 |
| (d) | Personal and Advertising Injury Limit | \$1,000,000.00 |

Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

| | | |
|-----|--|----------------|
| (a) | Automotive and truck where operated in amounts | \$1,000,000.00 |
| (b) | Material Hoist where used in amounts | \$1,000,000.00 |
| (c) | Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |
| (d) | Hazardous Materials | \$1,000,000.00 |

6.3 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the Owner.

6.4 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under Articles 6.1 and 6.2 above, the Owner, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the Owner, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the Owner in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to 11.1 must be designated in the policy as primary to any insurance obtained by the Owner. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

6.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance. Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

6.6 Automobile Liability. The Owner, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the Owner, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from work performed by the Contractor. Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage

6.7 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

6.8 Proof of Insurance. The Contractor shall not commence work nor shall it allow any Subcontractor to commence work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

- (a) Certificates and insurance policies shall include the following clause:
 "This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."
- (b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

6.9 **Compliance.** In the event of the failure of Contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

6.10 **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the Owner for damages to the work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the Owner. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The Owner and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

ARTICLE 7 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 8 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Non-Collusion Declaration

Contractor's Certificate Regarding Worker's Compensation

Agreement Form

Payment Bond

Performance Bond

Guarantee

Workers' Compensation/Employers Liability Endorsement

General Liability Endorsement

Automobile Liability Endorsement

Supplementary and Special Conditions (if any)

Attachment A - Scope

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 9 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate for work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the Owner and are also available from the Director of the Department of Industrial Relations.

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 10 - TERMINATION OF THE CONTRACT:

10.1 Termination for Cause. The Owner may terminate the Contractor and/or this Contract for the following reasons:

- (a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- (b) Persistently or repeatedly is absent, without excuse, from the job site;
- (c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- (d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- (e) Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or
- (e) Otherwise is in substantial breach of a provision of this Agreement.

10.2 Notification of Termination. When any of the above reasons set forth in Article 10.1 above exists, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety written notice of five (5) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

- (a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- (b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept; and
- (c) Complete the work by any reasonable method the Owner may deem expedient, including contracting with a replacement contractor or contractors.

10.3 Payments Withheld. If the Owner terminates the Contract for one of the reasons stated in Article 10.1 above, the Contractor shall not be entitled to receive further payment until the work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

10.4 Payments Upon Completion. If the unpaid balance of the Contract Sum exceeds costs of completing the Project, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive completion of the Contract.

10.5 Termination for Convenience. Owner may terminate the Contract upon five (5) calendar days of written notice to the Contractor and use any reasonable method the Owner deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the Owner or Contractor make it impossible or against the Owner's interest to complete the work. In such a case, the Contractor shall have no claims against the Owner except: (1) the actual cost for labor, materials, and services performed and completed in accordance with the Contract Documents and approved by the District as documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead of all remaining work as determined by the Owner, and (3) five percent (5%) termination cost of the total of item (2). Contractor acknowledges and agrees that if the Owner (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the Owner which the Owner has chosen to accept.

ARTICLE 11 – MISCELLANEOUS PROVISIONS:

11.1 Record Audit. In accordance with Government Code Section 8546.7 (and Davis Bacon, if applicable), records of both the Owner and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

11.2 Contractor's License. The Contractor must possess throughout the Project a C-27 and Class A Contractor's License, issued by the State of California, which must be current and in good standing.

11.3 The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the Owner concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.

11.4 Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or

radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the Project. Contractor shall not violate any written school policies.

11.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against the Owner.

11.6 The Owner and Contractor, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this Agreement with respect to the terms of this Agreement. Contractor shall not assign this Agreement.

11.7 This Agreement shall be governed by the laws of the State of California.

11.8 This Agreement represents the entire agreement between the Owner and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only by an agreement in writing signed by both the Owner and the Contractor

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

Center Joint Unified School District

CONTRACTOR: Saenz Landscape Construction Company

Typed or Printed Name:

TRENE LUCAS

Typed or Printed Name:

Title:

Partner

Title:

Signature

[Signature]

Signature

Dated: _____

Dated: 4/2/21

(CORPORATE SEAL)

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION FORM**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public Owner, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.



(Signature)

IRENE LUCAS

(Print)

4/2/21

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the partner [Title] of Soenz Landscape Construction Company [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 4/2/21 [Date], at Rancho Cordova [City], CA [State].

Signed: Irene Lucas

Typed Name: IRENE LUCAS



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Bond Number : PB12328800361
Premium Included in Performance Bond

PUBLIC WORKS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Saenz Landscape Construction Company as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, an Pennsylvania Corporation authorized to transact Surety Business in the State of California, as Surety, are held and firmly bound unto Center Joint Unified School District as Obligee, in the sum of Forty One Thousand Two Hundred Sixty Two and 00/100 DOLLARS (\$41,262.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has been awarded and has entered into a contract, dated March 31, 2021, with said Obligee to do and perform the following work, to wit:

Oak Hill ES Front Entry Landscaping per Purchase Order No: 211786

as will more fully appear in said contract, reference to which is hereby made and,

WHEREAS, said Principal is required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil code to furnish a bond in connection with said contract, as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION, is such, That, if said Principal, his or its heirs, executors, administrators, successors or assigns or sub-contractors, shall fail to pay for any materials, provisions, provender, or other supplies or teams, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, as required by the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, the Surety hereon will pay for the same in an amount not exceeding the sum specified in this bond; otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon the bond.

SIGNED, SEALED, DATED: March 31, 2021

Saenz Landscape Construction Company
(Principal)

By:

Philadelphia Indemnity Insurance Company
(Surety)

By:

Stanley J. Matranga, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 800 E. Colorado Blvd., 6th Floor Pasadena, CA 91101
PHONE (626) 639-1323

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Stanley J. Matranga and Eric V. Matranga of Matranga Bonds & Insurance Services, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

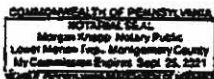
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31 day of March, 20 21.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)On March 31, 2021 before me, Eric Matranga, Notary Public,

Date

Here Insert Name and Title of the Officer

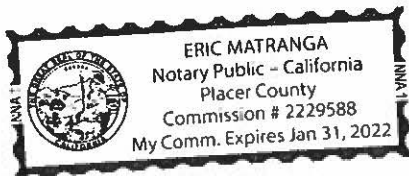
personally appeared Stanley J. Matranga

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

PREMIUM BASED ON FINAL CONTRACT PRICE

Bond Number: PB12328800361

Premium: \$1,032.00

**PUBLIC WORKS
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, Saenz Landscape Construction Company as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, authorized to transact Surety business in the State of California as Surety are held and firmly bound unto Center Joint Unified School District, as Oblige, in the sum of Forty One Thousand Two Hundred Sixty Two and 00/100 DOLLARS (\$41,262.00) lawful money of the United States of America, for the payment whereof, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has been awarded and has entered into a contract dated March 31, 2021 with said Oblige to do and perform the following work, to wit:

Oak Hill ES Front Entry Landscaping per Purchase Order No: 211786

and will more fully appear in contract, reference to which is hereby made.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the above bounden Principal shall well and truly perform, or cause to be performed, each and all of the requirements and obligations of said contract this bond shall be null and void, otherwise it shall remain in full force and effect.

SIGNED, SEALED, DATED: March 31, 2021

Saenz Landscape Construction Company
(Principal)

By: _____

Philadelphia Indemnity Insurance Company
(Surety)

By: _____

Stanley J. Matrangola, Attorney-In-Fact

DIRECT CORRESPONDENCE TO:

Philadelphia Indemnity Insurance Company, 800 E. Colorado Blvd., 6th Floor Pasadena, CA 91101
PHONE (626) 639-1323

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Stanley J. Matranga and Eric V. Matranga of Matranga Bonds & Insurance Services**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

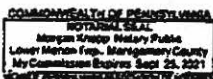
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 31 day of March, 20 21.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Placer)On March 31, 2021 before me, Eric Matranga, Notary Public,

Date

Here Insert Name and Title of the Officer

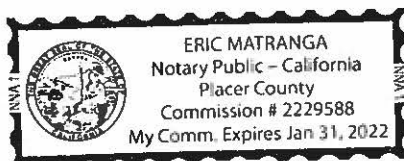
personally appeared Stanley J. Matranga

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

GUARANTEE

Guarantee for Oak Hill ES. We hereby guarantee that the irrigation, which we have installed in front entry landscaping has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of one year from the date of the Notice of Completion of the above-mentioned structure by the Center Joint Unified School District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than ten (10) days after being notified in writing by the Owner or within forty-eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the Owner's enforcement of this Guarantee.

Countersigned

Seenz Landscape Construction
(Proper Name)

(Proper Name)

By: IRENE LUCAS

By: _____

Irene Lucas
(Signature of Subcontract or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: Michael Saenz

Address: 12167 Johnson Blvd, St D, Rancho Cordova

Phone Number: 916-224-5263 (cell)

Attachment A

Scope Of Work

Saenz Landscape Construction Company will provide labor, materials, and equipment to complete the Oak Hill front landscaping project per plans and specs.

- **Clear and Grub**
- **Install Irrigation**
- **Plant Plants**
- **Maintain area for 60 days**

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: April 21, 2021

To: Board of Trustees

From: Lisa Coronado *LC*
Director of Fiscal Services

Action Item X

Information Item

Attached Pages:

SUBJECT:

**CUTA/CJUSD Employee Compensation Agreement
and
AB 1200 Public Disclosure**

Attached is the 2020-21 and 2021-22 Compensation Agreement between CUTA and CJUSD effective July 1, 2020, the AB 1200 Public Disclosure document which discloses the impact on the District's budget, and the proposed revised budget.

RECOMMENDATION: Approval of the Compensation Agreement and budget revisions as presented.

CENTER JOINT UNIFIED SCHOOL DISTRICT

AB 1200 AND COLLECTIVE BARGAINING AGREEMENTS PUBLIC DISCLOSURE and REVISED BUDGET

The attached information has been prepared to comply with the AB 1200 and collective bargaining agreement public disclosure requirements of Government Code Section 3547.5. The forms are designed to present multi-year and budget implications of completed negotiations.

The forms and copies of the proposed agreements are submitted to the Sacramento County Office of Education for review at least ten (10) workdays prior to the date the Governing Board will take action on the proposed agreements. The forms are also made available to the public at that time.

After the Governing Board has taken action on the proposed agreement, the forms must be resubmitted with the Board President's signature to meet the Salary Settlement Notification requirements of SB 1677 (Chapter/Statutes of 1988).

The District has reached a tentative agreement with the Center Unified Teachers Association (CUTA) Bargaining Unit. The tentative agreement is included in this packet.

In addition to completing the AB 1200 requirements, within forty-five (45) days of adopting a collective bargaining agreement, the District shall forward to the Sacramento County Office of Education, any revisions to the District's current year budget that are necessary to fulfill the terms of the agreement pursuant to Education Code 42142. The proposed revised budget is included in this packet in the form of a Financial Summary Report. The included Comparative Budget Report compares the previously approved Second Interim Budget and the proposed revised/working budget.

The District seeks approval of the tentative agreement on compensation, the AB 1200 Public Disclosure document, and the proposed revised budget.

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: **Center Joint Unified School District**

Name of Bargaining Unit: **Center Unified Teachers Association (CUTA)**

Certificated, Classified, Other: **Certificated**

The proposed agreement covers the period beginning: **7/1/2020** and ending: **6/30/22 (salary) 12/31/22 (benefits)**
(date) (date)

The Governing Board will act upon the agreement on: **4/21/21**
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Compensation | | Annual | Fiscal Impact of Proposed Agreement | | |
|--------------|---|--------------------|-------------------------------------|---------------------|---------------------|
| | | Cost Prior to | Year 1 | Year 2 | Year 3 |
| | | Proposed Agreement | Increase (Decrease) | Increase (Decrease) | Increase (Decrease) |
| | | FY 2020-21 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
| 1 | Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6) | \$17,508,046 | \$337,238 | \$572,591 | \$299,023 |
| | | | 1.93% | 3.21% | 1.62% |
| 2 | Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$305,972 | \$0 | \$6,119 | \$0 |
| | | | 0.00% | 2.00% | 0.00% |
| | Description of other compensation | | Stipends | Stipends | Stipends |
| 3 | Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc. | \$3,566,010 | \$67,508 | \$113,762 | \$65,689 |
| | | | 1.89% | 3.13% | 1.75% |
| 4 | Health/Welfare Plans | \$2,185,346 | \$0 | \$63,576 | \$63,576 |
| | | | | | |
| 5 | Total Compensation - Add Items 1 through 4 to equal 5 | \$23,565,374 | \$404,746 | \$756,048 | \$428,288 |
| | | | 1.72% | 3.15% | 1.73% |
| 6 | Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1 | | | \$370,574 | \$293,881 |
| 7 | Total Number of Represented Employees (Use FTEs if appropriate) | 231.74 | 231.74 | 231.74 | 231.74 |
| 8 | Total Compensation Average Cost per Employee | 101,689 | 1,747 | 3,262 | 1,848 |
| | | | 1.72% | 3.15% | 1.73% |

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

*SEE ATTACHED "2020-21 & 2021-22 Two-Year Agreement"

- 10 . Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

Yes, see attached.

- 11 . Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

- 12 . Does this bargaining unit have a negotiated cap for Health & Welfare** Yes ☒ | No ☐

If yes, please describe the cap amount.

Employee Only - \$675

Employee+1 - \$970

Family - \$1,350

- B. Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing rations, etc.)**

N/A

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

There will be no impact to District programs.

D. What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

N/A

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

The District is deficit spending in current year due to spending down one-time funds. Ongoing revenue exceeds ongoing expenditures in out years.

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

N/A

**G. Source of Funding for Proposed
1. Current Year**

Current year revenue and Ending Fund Balance

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

N/A

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

Increased funding due to increased ADA as a result of several new housing developments and
Ending Fund Balance

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: CUTA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|--|-------------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | | | \$43,138,232 |
| Remaining Revenues (8100-8799) | \$1,680,384 | | | \$1,680,384 |
| TOTAL REVENUES | \$44,818,616 | \$0 | \$0 | \$44,818,616 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$16,431,053 | \$285,619 | \$42,824 | \$16,759,496 |
| Classified Salaries (2000-2999) | \$4,171,037 | | \$111,798 | \$4,282,835 |
| Employee Benefits (3000-3999) | \$6,678,941 | \$57,175 | \$42,950 | \$6,779,066 |
| Books and Supplies (4000-4999) | \$1,157,966 | | | \$1,157,966 |
| Services, Other Operating Expenses (5000-5999) | \$3,942,455 | | | \$3,942,455 |
| Capital Outlay (6000-6999) | \$2,514,073 | | | \$2,514,073 |
| Other Outgo (7100-7299) (7400-7499) | \$960,000 | | | \$960,000 |
| Direct Support/Indirect Cost (7300-7399) | -\$546,771 | | | -\$546,771 |
| Other Adjustments | | | | \$0 |
| TOTAL EXPENDITURES | \$35,308,754 | \$342,794 | \$197,572 | \$35,849,120 |
| OPERATING SURPLUS (DEFICIT) | \$9,509,862 | -\$342,794 | -\$197,572 | \$8,969,496 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | | | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | | | \$53,908 |
| CONTRIBUTIONS (8980-8999) | -\$8,560,779 | -\$61,952 | -\$74,214 | -\$8,696,945 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$949,083 | -\$404,746 | -\$271,786 | \$272,551 |
| | | | | |
| BEGINNING BALANCE | \$6,912,505 | | | \$6,912,505 |
| Prior-Year Adjustments/Restatements (9793/9795) | | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$7,861,588 | -\$404,746 | -\$271,786 | \$7,185,056 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Nonspendable | \$42,911 | | | \$42,911 |
| Restricted | \$0 | | | \$0 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$1,750,000 | | | \$1,750,000 |
| Unappropriated Amounts (9790) | \$6,068,677 | -\$404,746 | -\$271,786 | \$5,392,145 |

*Other revisions = other units' benefit package settlement

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: CUTA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|--|-----------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$0 | | | \$0 |
| Remaining Revenues (8100-8799) | \$12,306,585 | | | \$12,306,585 |
| TOTAL REVENUES | \$12,306,585 | \$0 | \$0 | \$12,306,585 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$4,165,340 | \$51,619 | \$2,487 | \$4,219,446 |
| Classified Salaries (2000-2999) | \$4,287,813 | | \$54,470 | \$4,342,283 |
| Employee Benefits (3000-3999) | \$5,548,667 | \$10,333 | \$17,257 | \$5,576,257 |
| Books and Supplies (4000-4999) | \$3,577,115 | | | \$3,577,115 |
| Services, Other Operating Expenses (5000-5999) | \$3,699,432 | | | \$3,699,432 |
| Capital Outlay (6000-6999) | \$714,979 | | | \$714,979 |
| Other Outgo (7100-7299) (7400-7499) | \$338,500 | | | \$338,500 |
| Direct Support/Indirect Cost (7300-7399) | \$380,674 | | | \$380,674 |
| Other Adjustments | | | | \$0 |
| TOTAL EXPENDITURES | \$22,712,520 | \$61,952 | \$74,214 | \$22,848,686 |
| OPERATING SURPLUS (DEFICIT) | -\$10,405,935 | -\$61,952 | -\$74,214 | -\$10,542,101 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | | | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | | | \$0 |
| CONTRIBUTIONS (8980-8999) | \$8,560,779 | \$61,952 | \$74,214 | \$8,696,945 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,845,156 | \$0 | \$0 | -\$1,845,156 |
| BEGINNING BALANCE | \$2,690,921 | | | \$2,690,921 |
| Prior-Year Adjustments/Restatements (9793/9795) | | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$845,765 | \$0 | \$0 | \$845,765 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Nonspendable | \$0 | | | \$0 |
| Restricted | \$845,765 | | | \$845,765 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$0 | | | \$0 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: CUTA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-------------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$0 | \$0 | \$43,138,232 |
| Remaining Revenues (8100-8799) | \$13,986,969 | \$0 | \$0 | \$13,986,969 |
| TOTAL REVENUES | \$57,125,201 | \$0 | \$0 | \$57,125,201 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$20,596,393 | \$337,238 | \$45,311 | \$20,978,942 |
| Classified Salaries (2000-2999) | \$8,458,850 | \$0 | \$166,268 | \$8,625,118 |
| Employee Benefits (3000-3999) | \$12,227,608 | \$67,508 | \$60,207 | \$12,355,323 |
| Books and Supplies (4000-4999) | \$4,735,081 | \$0 | \$0 | \$4,735,081 |
| Services, Other Operating Expenses (5000-5999) | \$7,641,887 | \$0 | \$0 | \$7,641,887 |
| Capital Outlay (6000-6999) | \$3,229,052 | \$0 | \$0 | \$3,229,052 |
| Other Outgo (7100-7299) (7400-7499) | \$1,298,500 | \$0 | \$0 | \$1,298,500 |
| Direct Support/Indirect Cost (7300-7399) | -\$166,097 | \$0 | \$0 | -\$166,097 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$58,021,274 | \$404,746 | \$271,786 | \$58,697,806 |
| OPERATING SURPLUS (DEFICIT) | -\$896,073 | -\$404,746 | -\$271,786 | -\$1,572,605 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$0 | \$0 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$0 | \$0 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$896,073 | -\$404,746 | -\$271,786 | -\$1,572,605 |
| | | | | |
| BEGINNING BALANCE | \$9,603,426 | | | \$9,603,426 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$8,707,353 | -\$404,746 | -\$271,786 | \$8,030,821 |
| COMPONENTS OF ENDING BALANCE: | \$0 | | | |
| Nonspendable | \$0 | | | \$0 |
| Restricted | \$845,765 | | | \$845,765 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$1,750,000 | \$0 | \$0 | \$1,750,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | -\$404,746 | -\$271,786 | \$4,715,613 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 | \$0 |
| Reserve for Economic Uncertainties Percentage | 3.0% | | | 3.0% |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund

Enter Bargaining Unit: CUTA

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|--|---|--|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$45,099,897 | \$45,418,106 |
| Remaining Revenues (8100-8799) | \$1,680,384 | \$1,306,685 | \$1,306,685 |
| TOTAL REVENUES | \$44,818,616 | \$46,406,582 | \$46,724,791 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$16,759,496 | \$17,613,729 | \$17,855,263 |
| Classified Salaries (2000-2999) | \$4,282,835 | \$5,193,467 | \$5,298,578 |
| Employee Benefits (3000-3999) | \$6,779,066 | \$7,554,413 | \$8,054,691 |
| Books and Supplies (4000-4999) | \$1,157,966 | \$1,262,466 | \$1,262,466 |
| Services, Other Operating Expenses (5000-5999) | \$3,942,455 | \$3,910,955 | \$3,910,955 |
| Capital Outlay (6000-6999) | \$2,514,073 | \$30,000 | \$30,000 |
| Other Outgo (7100-7299) (7400-7499) | \$960,000 | \$960,000 | \$960,000 |
| Direct Support/Indirect Cost (7300-7399) | -\$546,771 | -\$391,131 | -\$391,131 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$35,849,120 | \$36,133,899 | \$36,980,822 |
| OPERATING SURPLUS (DEFICIT) | \$8,969,496 | \$10,272,683 | \$9,743,969 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$53,908 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$53,908 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | -\$8,696,945 | -\$9,360,707 | -\$9,857,719 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$272,551 | \$911,976 | -\$113,750 |
| | | | |
| BEGINNING BALANCE | \$6,912,505 | \$7,185,056 | \$8,097,032 |
| CURRENT-YEAR ENDING BALANCE | \$7,185,056 | \$8,097,032 | \$7,983,282 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$42,911 | \$42,911 | \$42,911 |
| Restricted | \$0 | \$0 | \$0 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund

Enter Bargaining Unit: CUTA

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|--|---|--|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$12,306,585 | \$7,634,011 | \$7,634,959 |
| TOTAL REVENUES | \$12,306,585 | \$7,634,011 | \$7,634,959 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$4,219,446 | \$3,930,768 | \$3,694,836 |
| Classified Salaries (2000-2999) | \$4,342,283 | \$3,459,275 | \$3,513,726 |
| Employee Benefits (3000-3999) | \$5,576,257 | \$5,930,904 | \$6,192,867 |
| Books and Supplies (4000-4999) | \$3,577,115 | \$815,656 | \$789,382 |
| Services, Other Operating Expenses (5000-5999) | \$3,699,432 | \$2,285,940 | \$2,473,464 |
| Capital Outlay (6000-6999) | \$714,979 | \$116,218 | \$116,218 |
| Other Outgo (7100-7299) (7400-7499) | \$338,500 | \$338,500 | \$338,500 |
| Direct Support/Indirect Cost (7300-7399) | \$380,674 | \$225,034 | \$225,034 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$22,848,686 | \$17,102,295 | \$17,344,027 |
| OPERATING SURPLUS (DEFICIT) | -\$10,542,101 | -\$9,468,284 | -\$9,709,068 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | \$0 | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$8,696,945 | \$9,360,707 | \$9,857,719 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,845,156 | \$148,651 | \$148,651 |
| BEGINNING BALANCE | \$2,690,921 | \$845,765 | \$994,416 |
| CURRENT-YEAR ENDING BALANCE | \$845,765 | \$994,416 | \$1,143,067 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$0 | \$15,873 | \$15,873 |
| Restricted | \$845,765 | \$994,416 | \$1,143,067 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$0 | \$0 | \$0 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **CUTA**

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|---------------------------------------|--|---|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$45,099,897 | \$45,418,106 |
| Remaining Revenues (8100-8799) | \$13,986,969 | \$8,940,696 | \$8,941,644 |
| TOTAL REVENUES | \$57,125,201 | \$54,040,593 | \$54,359,750 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$20,978,942 | \$21,544,497 | \$21,550,099 |
| Classified Salaries (2000-2999) | \$8,625,118 | \$8,652,742 | \$8,812,304 |
| Employee Benefits (3000-3999) | \$12,355,323 | \$13,485,317 | \$14,247,558 |
| Books and Supplies (4000-4999) | \$4,735,081 | \$2,078,122 | \$2,051,848 |
| Services, Other Operating Expenses (5000-5999) | \$7,641,887 | \$6,196,895 | \$6,384,419 |
| Capital Outlay (6000-6999) | \$3,229,052 | \$146,218 | \$146,218 |
| Other Outgo (7100-7299) (7400-7499) | \$1,298,500 | \$1,298,500 | \$1,298,500 |
| Direct Support/Indirect Cost (7300-7399) | -\$166,097 | -\$166,097 | -\$166,097 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$58,697,806 | \$53,236,194 | \$54,324,849 |
| OPERATING SURPLUS (DEFICIT) | -\$1,572,605 | \$804,399 | \$34,901 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$53,908 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$53,908 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,572,605 | \$1,060,627 | \$34,901 |
| | | | |
| BEGINNING BALANCE | \$9,603,426 | \$8,030,821 | \$9,091,448 |
| CURRENT-YEAR ENDING BALANCE | \$8,030,821 | \$9,091,448 | \$9,126,349 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$42,911 | \$58,784 | \$58,784 |
| Restricted | \$845,765 | \$994,416 | \$1,143,067 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 |

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

| | | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|----|---|---------------------------------------|--|---|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | \$58,751,714 | \$53,290,102 | \$54,378,757 |
| b. | State Standard Minimum Reserve Percentage for this District enter percentage: | 3% | 3% | 3% |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000 | \$1,762,551 | \$1,598,703 | \$1,631,363 |

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

| | | | | |
|----|--|-------------|--------------|--------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770) | \$0 | \$0 | \$0 |
| d. | Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790) | \$2,409,714 | \$2,409,714 | \$2,409,714 |
| g. | Total Available Reserves | \$9,551,859 | \$10,463,835 | \$10,350,085 |
| h. | Reserve for Economic Uncertainties Percentage | 16.3% | 19.6% | 19.0% |

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

| | | | | |
|----|-----|-------------------------------------|----|--------------------------|
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

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

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

6. Please include any additional comments and explanation of Page 4 if necessary:

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

| | | | |
|----|--|-----------|-------------|
| a. | Current-Year LCFF per ADA | \$ 10,482 | (Estimated) |
| b. | Prior-Year LCFF per ADA | \$ 10,450 | (Actual) |
| c. | Amount of Current-Year Increase (a minus b) | \$ 32 | |
| d. | Percentage Increase in LCFF per ADA (c divided by b) | 0.31% | |
| e. | Total Compensation Percentage Increase from Page 1 for current year (Year 1) | 1.72% | |
| f. | Proposed agreement is within/exceeds change in LCFF Funding | Exceeds | |
| | | | |

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

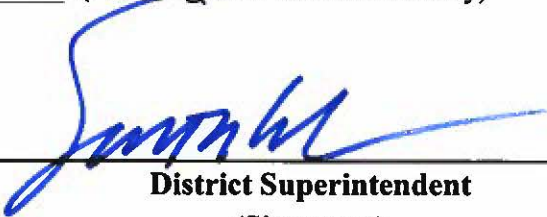
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Center Joint Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Bargaining Unit, during the term of the agreement from 7/1/20 to 6/30/22 (Salary) and 12/31/22 (Benefits).

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

| Budget Adjustment Categories: | Budget Adjustment Increase (Decrease) |
|--------------------------------------|--|
| Revenues/Other Financing Sources | - |
| Expenditures/Other Financing Uses | 1,589,083 |
| Ending Balance Increase (Decrease) | (1,589,083) |

N/A (No budget revisions necessary)



District Superintendent
(Signature)

3/31/21

Date



Chief Business Officer
(Signature)

3/31/21

Date

M. CERTIFICATION NO. 2

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

**District Superintendent
(Signature)**

Date

**Lisa Coronado
Contact Person**

**(916) 338-6400
Phone**

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 4/21/21 took action to approve the proposed Agreement with the Bargaining

**President or Clerk of Governing Board
(Signature)**

Date

2020-21 & 2021-22 Two-Year Agreement

T.A.
David Huim 2/22/21
K. Mason 2/22/21

CUTA

2020-21 Salary

The certificated salary schedule will be increased by two percent (2.0%) using the 2019-20 schedule as a baseline. The salary increase will be retroactive to July 1, 2020 and shall commence within 60 days of Board approval of this agreement.

2021-22 Salary

The Class I column from the certificated salary schedule will be eliminated. Class II will become Class I and will require a BA/BS for placement. Class III will become Class II and require BA/BS+45 for placement. Class IV will become Class III and required BA/BS-60 for placement. Class V will become Class IV and required BA/BS+75 for placement. Current employees who have 72-74 units will be held harmless and remain in Class IV.

The Class V Steps 1-5 shall be filled in to reflect a 5% increase from Class IV at the same step.

The certificated salary schedule will be increased by two percent (2.0%) using the 2020-21 schedule as a baseline.

2021-22 Benefits

Beginning with the 2022 benefit plan year, the District shall pay \$675 toward each employee-only medical plan. The District's contribution to health savings accounts shall be adjusted for each HDHP plan so the combined HDHP and HSA contributions do not exceed \$675 per month.

Beginning with the 2022 benefit plan year, the District shall pay \$970 toward each employee plus one medical plan.

Beginning with the 2022 benefit plan year, the District shall pay \$1350 toward each family medical plan.

Stipends and Hourly Rates

Both salary increases for 2020-21 and 2021-22 will be applied to stipend and hourly rates effective July 1, 2021.

| Account classifications selected | | | | | | | | Field ranges selected | | | |
|----------------------------------|----|------|---|------|-----|------|------|-----------------------|-----|----|-------|
| | FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | FI | RANGE |
| 1. | - | - | - | - | - | - | - | - | - | | |
| 2. | - | - | - | - | - | - | - | - | - | | |
| 3. | - | - | - | - | - | - | - | - | - | | |
| 4. | - | - | - | - | - | - | - | - | - | | |
| 5. | - | - | - | - | - | - | - | - | - | | |
| 6. | - | - | - | - | - | - | - | - | - | | |
| 7. | - | - | - | - | - | - | - | - | - | | |
| 8. | - | - | - | - | - | - | - | - | - | | |
| 9. | - | - | - | - | - | - | - | - | - | | |
| 10. | - | - | - | - | - | - | - | - | - | | |

Primary sort/rollup levels: FD
Income summary level: 4
Expense summary level: 4
Data source: GLSTEX Standard Extract
Report template: /var/opt/qss/ce/data/CTFAR300: 09/05/2014 16:34:27
Budget type: W Working
Include budget transfers: N
GL Transactions: A Approved Only
Exclude Pre-encumbrances: N
Use Reference Values: N
Restricted Fld Nbr: 02 RESOURCE
Separation Option: No Separation of Restricted and UnRestricted
Extraction Type: Restricted and UnRestricted
Report prepared: 04/09/2021 07:03:17

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 4,913,894.85 | 3,311,447.86 | 3,311,447.86 | 0.00 | 8,225,342.71 | |
| 9130 REVOLVING CASH ACCOUNT | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | |
| 9200 ACCOUNTS RECEIVABLE | 3,308,659.67 | 2,703,912.18- | 2,703,912.18- | 0.00 | 604,747.49 | |
| 9210 ACCOUNTS RECEIVABLE - ADVANCES | 0.00 | 172.85- | 172.85- | 0.00 | 172.85- | |
| 9290 DUE FROM OTHER GOVERNMENTS | 5,968,739.00 | 5,968,739.00- | 5,968,739.00- | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 4,463.07 | 3,944.61- | 3,944.61- | 0.00 | 518.46 | |
| 9320 STORES | 22,784.41 | 8,039.03- | 8,039.03- | 0.00 | 14,745.38 | |
| 9330 PREPAID EXPENDITURES | 3,200.00 | 3,200.00- | 3,200.00- | 0.00 | 0.00 | |
| 9500 OTHER CURRENT LIABILITIES | 2,124.93- | 2,124.93 | 2,124.93 | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 722,523.09- | 722,523.09 | 722,523.09 | 0.00 | 0.00 | |
| 9511 RETIREE MEDICAL BENEFITS | 41,731.93- | 94,732.53 | 94,732.53 | 0.00 | 53,000.60 | |
| 9512 SUMMER ASSISTANCE PROGRAM | 18,779.55- | 79,181.32- | 79,181.32- | 0.00 | 97,960.87- | |
| 9515 ACCRUED PAYROLL | 88,837.87- | 88,837.87 | 88,837.87 | 0.00 | 0.00 | |
| 9539 Flex Spending Account | 133.45- | 21,664.77 | 21,664.77 | 0.00 | 21,531.32 | |
| 9550 EMPLOYER PERS | 92,491.81 | 78,076.35- | 78,076.35- | 0.00 | 14,415.46 | |
| 9551 EMPLOYER OASDI | 20,882.66 | 13,708.91- | 13,708.91- | 0.00 | 7,173.75 | |
| 9552 EMPLOYER H/W | 1,157,601.28- | 938,306.47 | 938,306.47 | 0.00 | 219,294.81- | |
| 9554 Deferred Pay | 857,078.56- | 586,770.67- | 586,770.67- | 0.00 | 1,443,849.23- | |
| 9555 EMPLOYER MEDICARE | 27,596.52 | 27,356.54- | 27,356.54- | 0.00 | 239.98 | |
| 9557 EMPLOYER State Unemploy Insura | 251.75- | 1,638.83- | 1,638.83- | 0.00 | 1,890.58- | |
| 9558 EMPLOYER WORKERS COMPENSATION | 225,103.84- | 121,296.27 | 121,296.27 | 0.00 | 103,807.57- | |
| 9559 EMPLOYER STRS | 281,738.40 | 256,450.34- | 256,450.34- | 0.00 | 25,288.06 | |
| 9560 LIABILITY SALES TAX | 3,869.58 | 2,084.49- | 2,084.49- | 0.00 | 1,785.09 | |
| 9590 Due to Grantor Governments | 1,834,653.00- | 1,834,653.00 | 1,834,653.00 | 0.00 | 0.00 | |
| 9592 STRS Excess Refund | 0.00 | 47,008.88- | 47,008.88- | 0.00 | 47,008.88- | |
| 9610 DUE TO OTHER FUNDS | 25,212.58- | 375,212.58 | 375,212.58 | 0.00 | 350,000.00 | |
| 9650 UNEARNED REVENUE | 80,353.77- | 80,353.77 | 80,353.77 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 9,603,934.37 | 2,189,130.86- | 2,189,130.86- | 0.00 | 7,414,803.51 | |
| Current year revenue | | | | | | |
| 8011 LCFF State Aid - Current Year | 25,212,930.00 | 15,520,683.86 | 15,520,683.86 | 0.00 | 9,692,246.14 | 61.6 |
| 8012 Ed Protection Acct | 7,910,647.00 | 6,138,740.00 | 6,138,740.00 | 0.00 | 1,771,907.00 | 77.6 |
| 8019 LCFF State Aid - Prior Year | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 8021 HOMEOWNERS' EXEMPTION | 54,970.00 | 28,388.00 | 28,388.00 | 0.00 | 26,582.00 | 51.6 |
| 8041 SECURED ROLL TAXES | 6,934,426.00 | 3,931,997.05 | 3,931,997.05 | 0.00 | 3,002,428.95 | 56.7 |
| 8042 UNSECURED ROLL TAXES | 190,011.00 | 214,293.60 | 214,293.60 | 0.00 | 24,282.60- | 112.8 |
| 8043 PRIOR YEARS' TAXES | 34,137.00 | 109,782.46 | 109,782.46 | 0.00 | 75,645.46- | 321.6 |
| 8044 SUPPLEMENTAL TAXES | 373,264.00 | 68,439.59 | 68,439.59 | 0.00 | 304,824.41 | 18.3 |
| 8045 EDUCATION REVENUE AUGMENT/ERAF | 2,424,097.00 | 1,674,051.08 | 1,674,051.08 | 0.00 | 750,045.92 | 69.1 |
| 8082 OTHER IN-LIEU TAXES | 2,500.00 | 188.34 | 188.34 | 0.00 | 2,311.66 | 7.5 |
| 8089 NON-REVENUE LIMIT (50%) ADJ | 1,250.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 0.0 |
| 8181 SPECIAL EDUCATION ENTITLEMENT | 938,609.00 | 0.00 | 0.00 | 0.00 | 938,609.00 | 0.0 |
| 8182 SPECIAL ED DISCRETIONARY GRANT | 73,436.00 | 0.00 | 0.00 | 0.00 | 73,436.00 | 0.0 |
| 8290 OTHER FEDERAL INCOME | 11,133,990.78 | 4,549,203.67 | 4,549,203.67 | 0.00 | 6,584,787.11 | 40.9 |
| 8550 MANDATED COST REIMBURSEMENTS | 171,413.00 | 167,435.00 | 167,435.00 | 0.00 | 3,978.00 | 97.7 |
| 8560 STATE LOTTERY REVENUE | 818,961.00 | 440,186.65 | 440,186.65 | 0.00 | 378,774.35 | 53.7 |
| 8590 ALL OTHER STATE REVENUE | 3,487,565.79 | 971,345.06 | 971,345.06 | 0.00 | 2,516,220.73 | 27.9 |
| 8631 SALE OF EQUIPMENT | 800.00 | 800.00 | 800.00 | 0.00 | 0.00 | 100.0 |
| 8639 OTHER SALES | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| 8650 LEASES AND RENTALS | 207,400.00 | 168,612.34 | 168,612.34 | 0.00 | 38,787.66 | 81.3 |
| 8660 INTEREST | 85,000.00 | 22,817.82 | 22,817.82 | 0.00 | 62,182.18 | 26.8 |
| 8675 TRANSPORTATION FEES OUTSIDE | 20,000.00 | 902.55 | 902.55 | 0.00 | 19,097.45 | 4.5 |
| 8677 INTERAGENCY FEES/TRANSPORTATIO | 525.00 | 0.00 | 0.00 | 0.00 | 525.00 | 0.0 |
| 8689 ALL OTHER FEES AND CONTRACTS | 11,500.00 | 11,500.00 | 11,500.00 | 0.00 | 0.00 | 100.0 |
| 8699 OTHER LOCAL INCOME | 608,610.90 | 392,408.50 | 392,408.50 | 0.00 | 216,202.40 | 64.5 |
| 8782 All Other Transfers from SCOE | 60,000.00 | 8,212.00 | 8,212.00 | 0.00 | 51,788.00 | 13.7 |
| 8792 TRANSFER IN SELPA | 1,290,317.00 | 714,320.00 | 714,320.00 | 0.00 | 575,997.00 | 55.4 |
| 8794 SP ED PRIOR YEAR | 10,000.00 | 53,721.00 | 53,721.00 | 0.00 | 43,721.00 | 537.2 |
| 8795 SPEC ED PROJECT SPECIALIST | 30,250.00 | 0.00 | 0.00 | 0.00 | 30,250.00 | 0.0 |
| 8912 INTFD TRANSFER SPEC RESERVE | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| 8980 ENCROACHMENT UNRESTRICTED | 869.00 | 0.00 | 0.00 | 0.00 | 869.00 | N/A |
| TOTAL Current year revenue | 62,140,149.47 | 35,188,028.57 | 35,188,028.57 | 0.00 | 26,952,120.90 | |
| *TOTAL Beginning balance + Revenue | 71,744,083.84 | 44,791,962.94 | 44,791,962.94 | | | * |
| Expense | | | | | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 16,731,558.10 | 12,990,699.17 | 12,990,699.17 | 3,098,879.09 | 641,979.84 | 96.2 |
| 1102 Teacher Stipend | 305,972.00 | 37,891.39 | 37,891.39 | 0.00 | 268,080.61 | 12.4 |
| 1104 Teacher Substitutes | 305,463.10 | 115,960.64 | 115,960.64 | 0.00 | 189,502.46 | 38.0 |
| 1105 Teachers Extra Hours | 137,789.30 | 127,017.65 | 127,017.65 | 0.00 | 10,771.65 | 92.2 |
| 1200 CERT PUPIL SUPPORT SALARIES | 1,078,766.00 | 793,782.71 | 793,782.71 | 256,096.08 | 28,887.21 | 97.3 |
| 1205 Pupil Support Extra Hours | 24,806.51 | 14,553.08 | 14,553.08 | 0.00 | 10,253.43 | 58.7 |
| 1300 CERT SUPERV & ADMIN SALARIES | 1,800,820.00 | 1,335,132.11 | 1,335,132.11 | 441,377.13 | 24,310.76 | 98.7 |
| 1900 OTHER CERTIFICATED SALARIES | 678,145.60 | 507,050.64 | 507,050.64 | 156,225.00 | 14,869.96 | 97.8 |
| 2100 INSTRUCTIONAL AIDES SALARIES | 2,486,070.00 | 1,821,164.45 | 1,821,164.45 | 445,315.81 | 219,589.74 | 91.2 |
| 2103 IA Extra Duty | 15,141.65 | 4,887.24 | 4,887.24 | 0.00 | 10,254.41 | 32.3 |
| 2104 Instructional Aide Sub | 8,819.67 | 2,598.91 | 2,598.91 | 0.00 | 6,220.76 | 29.5 |
| 2200 CLASSIFIED SUPPORT SALARIES | 3,656,553.13 | 2,420,116.48 | 2,420,116.48 | 627,721.07 | 608,715.58 | 83.4 |
| 2201 Classified Support - Overtime | 31,203.11 | 30,751.76 | 30,751.76 | 0.00 | 451.35 | 98.6 |
| 2203 Class Support Extra Duty | 47,836.29 | 47,069.03 | 47,069.03 | 0.00 | 767.26 | 98.4 |
| 2204 Class Support Sub | 55,997.51 | 47,335.96 | 47,335.96 | 0.00 | 8,661.55 | 84.5 |
| 2300 CLASS SUPERV & ADMIN SALARIES | 530,982.22 | 340,187.62 | 340,187.62 | 114,241.74 | 76,552.86 | 85.6 |
| 2400 Clerical & Office Salaries | 1,942,789.00 | 1,424,482.10 | 1,424,482.10 | 406,317.60 | 111,989.30 | 94.2 |
| 2401 Clerical & Office Overtime | 1,185.73 | 1,411.27 | 1,411.27 | 0.00 | 225.54 | 119.0 |
| 2403 Clerical & Office - Extra Duty | 16,636.00 | 6,179.96 | 6,179.96 | 0.00 | 10,456.04 | 37.1 |
| 2404 Clerical & Office Subs | 6,650.00 | 158.96 | 158.96 | 0.00 | 6,491.04 | 2.4 |
| 2405 Clerical Extra Hours | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 2900 OTHER CLASSIFIED SALARIES | 501,583.74 | 169,737.83 | 169,737.83 | 41,222.71 | 290,623.20 | 42.1 |
| 2903 Other Classified Extra Duty | 1,871.60 | 1,870.61 | 1,870.61 | 0.00 | 0.99 | 99.9 |
| 2904 Other Classified Subs | 1,050.00 | 0.00 | 0.00 | 0.00 | 1,050.00 | 0.0 |
| 3101 STRS CERTIFICATED | 5,480,048.14 | 2,543,263.37 | 2,543,263.37 | 634,786.98 | 2,301,997.79 | 58.0 |
| 3102 STRS CLASSIFIED | 77,615.75 | 39,871.32 | 39,871.32 | 12,756.92 | 24,987.51 | 67.8 |
| 3201 PERS CERTIFICATED | 27,900.00 | 21,351.29 | 21,351.29 | 6,330.39 | 218.32 | 99.2 |
| 3202 PERS CLASSIFIED | 1,709,950.10 | 1,130,268.28 | 1,130,268.28 | 311,184.19 | 268,497.63 | 84.3 |
| 3301 Social Security Certificated | 10,370.00 | 6,917.98 | 6,917.98 | 1,897.24 | 1,554.78 | 85.0 |
| 3302 OASDI CL | 526,541.96 | 350,482.67 | 350,482.67 | 97,328.26 | 78,731.03 | 85.0 |
| 3311 MEDICARE CERTIFICATED | 304,573.81 | 220,538.85 | 220,538.85 | 57,904.48 | 26,130.48 | 91.4 |
| 3312 MEDICARE CLASSIFIED | 129,018.55 | 84,993.18 | 84,993.18 | 23,398.16 | 20,627.21 | 84.0 |
| 3401 HEALTH & WELFARE CERTIFICATED | 1,740,620.94 | 673,061.12 | 673,061.12 | 459,399.42 | 608,160.40 | 65.1 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | Used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|---------------|---------------|-------|
| 3402 HEALTH & WELFARE CLASSIFIED | 1,584,849.47 | 1,152,092.47 | 1,152,092.47 | 317,281.92 | 115,475.08 | 92.7 |
| 3501 Unemployment Certificated | 10,836.21 | 7,969.49 | 7,969.49 | 1,978.42 | 888.30 | 91.8 |
| 3502 Unemployment Classified | 4,998.89 | 3,622.88 | 3,622.88 | 822.20 | 553.81 | 88.9 |
| 3601 WORKERS COMP CERTIFICATED | 359,350.93 | 237,931.04 | 237,931.04 | 59,063.80 | 62,356.09 | 82.6 |
| 3602 WORKERS COMP CLASSIFIED | 150,073.68 | 92,003.73 | 92,003.73 | 24,622.87 | 33,447.08 | 77.7 |
| 3701 OPEB, Allocated, Certificated | 176,068.87 | 115,485.37 | 115,485.37 | 25,691.77 | 34,891.73 | 80.2 |
| 3702 OPEB, Allocated, Classified | 223,143.57 | 50,846.29 | 50,846.29 | 10,626.29 | 161,670.99 | 27.5 |
| 3941 Certificated Cash in Lieu | 12,094.00 | 9,151.31 | 9,151.31 | 3,084.27 | 141.58 | 101.2 |
| 3942 Classified Cash in Lieu | 66,188.62 | 44,149.52 | 44,149.52 | 11,742.48 | 10,296.62 | 84.4 |
| 4100 TEXTBOOKS | 115,416.56 | 113,254.16 | 113,254.16 | 0.00 | 2,162.40 | 98.1 |
| 4200 Books other than Textbooks | 42,668.87 | 3,998.59 | 3,998.59 | 3,070.12 | 35,600.16 | 16.6 |
| 4300 SUPPLIES | 3,785,733.56 | 1,691,192.68 | 1,691,192.68 | 406,582.00 | 1,687,958.88 | 55.4 |
| 4340 Fuel/Oil | 67,000.00 | 21,067.98 | 21,067.98 | 0.00 | 45,932.02 | 31.4 |
| 4400 Inventoried Supplies \$500-4999 | 1,005,346.83 | 742,236.08 | 742,236.08 | 73,620.02 | 189,490.73 | 81.2 |
| 4700 FOOD | 40,424.76 | 40,424.76 | 40,424.76 | 0.00 | 0.00 | 100.0 |
| 5200 Travel & Conference, Training | 279,913.65 | 20,405.94 | 20,405.94 | 2,605.00 | 256,902.71 | 8.2 |
| 5210 Travel & Conf Mileage | 18,923.83 | 6,968.93 | 6,968.93 | 1,928.50 | 10,026.40 | 47.0 |
| 5230 Mile non-conf/travel *not used | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5300 DUES AND MEMBERSHIP | 37,729.00 | 29,514.40 | 29,514.40 | 0.00 | 8,214.60 | 78.2 |
| 5400 INSURANCE | 285,170.00 | 209,040.37 | 209,040.37 | 0.00 | 76,129.63 | 73.3 |
| 5500 OPERATIONS & HOUSEKEEPING SER | 24,500.00 | 11,924.00 | 11,924.00 | 8,369.00 | 4,207.00 | 82.8 |
| 5510 Other Utilities - Electric | 656,182.00 | 407,512.90 | 407,512.90 | 248,595.93 | 73.17 | 100.0 |
| 5515 Gas | 80,000.00 | 7,188.51 | 7,188.51 | 0.00 | 87,188.51 | -9.0 |
| 5520 Water | 325,000.00 | 285,517.37 | 285,517.37 | 35,451.15 | 4,031.48 | 98.8 |
| 5525 Waste Disposal | 63,000.00 | 52,645.62 | 52,645.62 | 10,170.44 | 183.94 | 99.7 |
| 5600 Repairs | 250,679.31 | 137,149.29 | 137,149.29 | 31,970.54 | 81,559.48 | 67.5 |
| 5610 Rentals | 13,767.00 | 2,872.38 | 2,872.38 | 1,230.49 | 9,664.13 | 29.8 |
| 5620 Leases | 23,018.68 | 10,028.85 | 10,028.85 | 1,412.08 | 11,577.75 | 49.7 |
| 5716 Field Trips TF within Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5725 Printing TF within Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5750 TF Direct Costs Interfund | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | N/A |
| 5800 OTHER SERVICES & OPERATIONS | 5,110,802.95 | 2,918,093.80 | 2,918,093.80 | 820,445.90 | 1,372,263.25 | 73.1 |
| 5850 Election Costs | 22,351.68 | 22,351.18 | 22,351.18 | 0.00 | 0.50 | 100.0 |
| 5865 Field Trip - Charter Bus | 24,590.00 | 0.00 | 0.00 | 0.00 | 24,590.00 | 0.0 |
| 5880 Legal Fees | 163,252.00 | 46,774.48 | 46,774.48 | 27,624.32 | 88,853.20 | 45.6 |
| 5900 Communications | 33,090.00 | 22,271.71 | 22,271.71 | 11,345.30 | 527.01 | 101.6 |
| 5920 Postage | 37,128.00 | 23,994.24 | 23,994.24 | 168.48 | 12,965.28 | 65.1 |
| 5930 Cellular Phones/Pagers | 98,244.00 | 62,656.23 | 62,656.23 | 18,133.88 | 17,453.89 | 82.2 |
| 5940 Hotspots/Internet for Students | 32,719.18 | 21,558.71 | 21,558.71 | 8,163.62 | 2,996.85 | 90.8 |
| 6170 Land Improvements | 78,000.00 | 74,774.00 | 74,774.00 | 0.00 | 3,226.00 | 95.9 |
| 6200 Buildings, New & Improvement | 888,937.61 | 628,800.29 | 628,800.29 | 190,623.61 | 69,513.71 | 92.2 |
| 6290 Build/Improv Inspection | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.0 |
| 6400 EQUIPMENT \$5000+ | 2,350,260.54 | 137,357.54 | 137,357.54 | 2,198,037.56 | 14,865.44 | 99.4 |
| 6500 EQUIPMENT REPLACEMENT \$5,000+ | 93,513.42 | 89,489.87 | 89,489.87 | 0.00 | 4,023.55 | 95.7 |
| 7130 STATE SPECIAL SCHOOLS | 3,500.00 | 0.00 | 0.00 | 0.00 | 3,500.00 | 0.0 |
| 7142 OTHER EXCESS COST SCOE | 1,295,000.00 | 582,671.35 | 582,671.35 | 0.00 | 712,328.65 | 45.0 |
| 7310 DIRECT/INDIRECT SUPPORT COSTS | 1,864.72 | 0.00 | 0.00 | 0.00 | 1,864.72 | 0.0 |
| 7350 DIRECT/INDIRECT INTERFUND | 166,097.46 | 0.00 | 0.00 | 0.00 | 166,097.46 | N/A |
| 7612 INTERFUND TRSF GEN TO SP RES | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| 7616 INTERFUND TRSF GEN TO CAFE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Expense | 60,196,472.44 | 37,433,398.92 | 37,433,398.92 | 11,746,844.23 | 11,016,229.29 | |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance used |
|----------------------------------|----------------------------------|---------------------|--------------------------|--------------|-----------------|
| Ending balance | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 923,150.92 | 0.00 | 0.00 | 0.00 | 923,150.92 |
| 9791 BEGINNING FUND BALANCE | 9,603,934.37- | 0.00 | 0.00 | 0.00 | 9,603,934.37- |
| TOTAL Ending balance | 8,680,783.45- | 0.00 | 0.00 | 0.00 | 8,680,783.45- |
| **Fund balance | 11,547,611.40 | 7,358,564.02 | 7,358,564.02 | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 121,752.82 | 72,246.32- | 72,246.32- | 0.00 | 49,506.50 | |
| 9200 ACCOUNTS RECEIVABLE | 1,037.00 | 1,037.00- | 1,037.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 122,789.82 | 73,283.32- | 73,283.32- | 0.00 | 49,506.50 | |
| Current year revenue | | | | | | |
| 8590 ALL OTHER STATE REVENUE | 73,520.32- | 73,520.32- | 73,520.32- | 0.00 | 0.00 | N/A |
| 8660 INTEREST | 2,037.00 | 237.00 | 237.00 | 0.00 | 1,800.00 | 11.6 |
| TOTAL Current year revenue | 71,483.32- | 73,283.32- | 73,283.32- | 0.00 | 1,800.00 | |
| *TOTAL Beginning balance + Revenue | 51,306.50 | 49,506.50 | 49,506.50 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 71,483.32 | 0.00 | 0.00 | 0.00 | 71,483.32 | |
| 9791 BEGINNING FUND BALANCE | 122,789.82- | 0.00 | 0.00 | 0.00 | 122,789.82- | |
| TOTAL Ending balance | 51,306.50- | 0.00 | 0.00 | 0.00 | 51,306.50- | |
| **Fund balance | 51,306.50 | 49,506.50 | 49,506.50 | | | ** |

FUND :11 ADULT EDUCATION FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 89,600.52 | 19,378.18 | 19,378.18 | 0.00 | 108,978.70 | |
| 9200 ACCOUNTS RECEIVABLE | 56,965.00 | 56,965.00- | 56,965.00- | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 1,930.18 | 1,930.18- | 1,930.18- | 0.00 | 0.00 | |
| 9500 OTHER CURRENT LIABILITIES | 507.50- | 0.00 | 0.00 | 0.00 | 507.50- | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 700.24- | 700.24 | 700.24 | 0.00 | 0.00 | |
| 9515 ACCRUED PAYROLL | 2,909.08- | 2,909.08 | 2,909.08 | 0.00 | 0.00 | |
| 9550 EMPLOYER PERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9551 EMPLOYER OASDI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9552 EMPLOYER H/W | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9555 EMPLOYER MEDICARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9557 EMPLOYER State Unemploy Insura | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9558 EMPLOYER WORKERS COMPENSATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9559 EMPLOYER STRS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9610 DUE TO OTHER FUNDS | 632.97- | 114.51 | 114.51 | 0.00 | 518.46- | |
| TOTAL Beginning balance | 143,745.91 | 35,793.17- | 35,793.17- | 0.00 | 107,952.74 | |
| Current year revenue | | | | | | |
| 8290 OTHER FEDERAL INCOME | 47,075.00 | 5,071.00 | 5,071.00 | 0.00 | 42,004.00 | 10.8 |
| 8590 ALL OTHER STATE REVENUE | 301,959.00 | 168,212.00 | 168,212.00 | 0.00 | 133,747.00 | 55.7 |
| 8660 INTEREST | 750.00 | 191.00 | 191.00 | 0.00 | 559.00 | 25.5 |
| 8699 OTHER LOCAL INCOME | 490.00 | 0.00 | 0.00 | 0.00 | 490.00 | 0.0 |
| TOTAL Current year revenue | 350,274.00 | 173,474.00 | 173,474.00 | 0.00 | 176,800.00 | |
| *TOTAL Beginning balance + Revenue | 494,019.91 | 317,219.91 | 317,219.91 | | | * |
| Expense | | | | | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 72,473.00 | 58,076.24 | 58,076.24 | 0.00 | 14,396.76 | 80.1 |
| 1104 Teacher Substitutes | 2,400.00 | 0.00 | 0.00 | 0.00 | 2,400.00 | 0.0 |
| 1105 Teachers Extra Hours | 12,980.00 | 4,605.34 | 4,605.34 | 0.00 | 8,374.66 | 35.5 |
| 1200 CERT PUPIL SUPPORT SALARIES | 36,507.00 | 27,942.75 | 27,942.75 | 0.00 | 8,564.25 | 76.5 |
| 1205 Pupil Support Extra Hours | 12,700.00 | 8,180.03 | 8,180.03 | 0.00 | 4,519.97 | 64.4 |
| 1300 CERT SUPERV & ADMIN SALARIES | 18,081.00 | 13,560.21 | 13,560.21 | 4,520.07 | 0.72 | 100.0 |
| 2201 Classified Support - Overtime | 1,557.00 | 104.33 | 104.33 | 0.00 | 1,452.67 | 6.7 |
| 2400 Clerical & Office Salaries | 34,573.00 | 26,179.09 | 26,179.09 | 8,643.03 | 249.12- | 100.7 |
| 2403 Clerical & Office - Extra Duty | 2,000.00 | 452.24 | 452.24 | 0.00 | 1,547.76 | 22.6 |
| 3101 STRS CERTIFICATED | 24,271.00 | 18,146.65 | 18,146.65 | 729.99 | 5,394.36 | 77.8 |
| 3201 PERS CERTIFICATED | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 3202 PERS CLASSIFIED | 7,576.00 | 5,480.10 | 5,480.10 | 1,789.11 | 306.79 | 96.0 |
| 3301 Social Security Certificated | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 3302 OASDI CL | 2,380.00 | 1,650.18 | 1,650.18 | 536.46 | 193.36 | 91.9 |
| 3311 MEDICARE CERTIFICATED | 2,200.00 | 1,619.35 | 1,619.35 | 65.67 | 514.98 | 76.6 |
| 3312 MEDICARE CLASSIFIED | 570.00 | 385.95 | 385.95 | 125.46 | 58.59 | 89.7 |
| 3401 HEALTH & WELFARE CERTIFICATED | 2,600.00 | 1,438.94 | 1,438.94 | 486.29 | 674.77 | 74.0 |
| 3402 HEALTH & WELFARE CLASSIFIED | 1,500.00 | 1,074.48 | 1,074.48 | 354.96 | 70.56 | 95.3 |
| 3501 Unemployment Certificated | 101.00 | 56.16 | 56.16 | 2.26 | 42.58 | 57.8 |
| 3502 Unemployment Classified | 34.00 | 13.37 | 13.37 | 4.32 | 16.31 | 52.0 |
| 3601 WORKERS COMP CERTIFICATED | 2,593.00 | 1,676.94 | 1,676.94 | 67.57 | 848.49 | 67.3 |
| 3602 WORKERS COMP CLASSIFIED | 673.00 | 399.40 | 399.40 | 129.09 | 144.51 | 78.5 |

FUND :11 ADULT EDUCATION FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| 4200 Books other than Textbooks | 2,795.00 | 95.11 | 95.11 | 0.00 | 2,699.89 | 3.4 |
| 4300 SUPPLIES | 135,078.45 | 29,702.69 | 29,702.69 | 1,153.83 | 104,221.93 | 22.8 |
| 4400 Inventoried Supplies \$500-4999 | 22,424.00 | 0.00 | 0.00 | 0.00 | 22,424.00 | 0.0 |
| 5200 Travel & Conference, Training | 16,100.00 | 865.00 | 865.00 | 0.00 | 15,235.00 | 5.4 |
| 5210 Travel & Conf Mileage | 2,500.00 | 8.28 | 8.28 | 0.00 | 2,491.72 | 0.3 |
| 5300 DUES AND MEMBERSHIP | 1,500.00 | 105.00 | 105.00 | 0.00 | 1,395.00 | 7.0 |
| 5620 Leases | 5,000.00 | 34.10 | 34.10 | 0.00 | 4,965.90 | 0.7 |
| 5750 TF Direct Costs Interfund | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.0 |
| 5800 OTHER SERVICES & OPERATIONS | 46,068.00 | 7,415.24 | 7,415.24 | 0.00 | 38,652.76 | 16.1 |
| 7350 DIRECT/INDIRECT INTERFUND | 19,785.46 | 0.00 | 0.00 | 0.00 | 19,785.46 | 0.0 |
| TOTAL Expense | 494,019.91 | 209,267.17 | 209,267.17 | 18,608.11 | 266,144.63 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 144,253.41 | 0.00 | 0.00 | 0.00 | 144,253.41 | |
| 9791 BEGINNING FUND BALANCE | 143,745.91- | 0.00 | 0.00 | 0.00 | 143,745.91- | |
| TOTAL Ending balance | 507.50 | 0.00 | 0.00 | 0.00 | 507.50 | |
| **Fund balance | 0.00 | 107,952.74 | 107,952.74 | | | ** |

FUND :12 CHILD DEVELOPMEN FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 75,835.43 | 146,187.78 | 146,187.78 | 0.00 | 222,023.21 | |
| 9200 ACCOUNTS RECEIVABLE | 1,081.00 | 1,081.00- | 1,081.00- | 0.00 | 0.00 | |
| 9290 DUE FROM OTHER GOVERNMENTS | 59,530.52 | 59,530.52- | 59,530.52- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 87,756.24- | 87,756.24 | 87,756.24 | 0.00 | 0.00 | |
| 9650 UNEARNED REVENUE | 7,592.78- | 0.00 | 0.00 | 0.00 | 7,592.78- | |
| TOTAL Beginning balance | 41,097.93 | 173,332.50 | 173,332.50 | 0.00 | 214,430.43 | |
| Current year revenue | | | | | | |
| 8290 OTHER FEDERAL INCOME | 300,199.00 | 209,606.01 | 209,606.01 | 0.00 | 90,592.99 | 69.8 |
| 8590 ALL OTHER STATE REVENUE | 545,757.00 | 384,538.47 | 384,538.47 | 0.00 | 161,218.53 | 70.5 |
| 8660 INTEREST | 1,211.00 | 24.00- | 24.00- | 0.00 | 1,235.00 | -2.0 |
| 8990 ENCROACHMENT FROM RESTRICTED | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Current year revenue | 847,167.00 | 594,120.48 | 594,120.48 | 0.00 | 253,046.52 | |
| *TOTAL Beginning balance + Revenue | 888,264.93 | 635,218.41 | 635,218.41 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 793,013.00 | 420,787.98 | 420,787.98 | 371,380.51 | 844.51 | 99.9 |
| 7350 DIRECT/INDIRECT INTERFUND | 52,403.00 | 0.00 | 0.00 | 0.00 | 52,403.00 | 0.0 |
| TOTAL Expense | 845,416.00 | 420,787.98 | 420,787.98 | 371,380.51 | 53,247.51 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 1,751.00- | 0.00 | 0.00 | 0.00 | 1,751.00- | |
| 9791 BEGINNING FUND BALANCE | 41,097.93- | 0.00 | 0.00 | 0.00 | 41,097.93- | |
| TOTAL Ending balance | 42,848.93- | 0.00 | 0.00 | 0.00 | 42,848.93- | |
| **Fund balance | 42,848.93 | 214,430.43 | 214,430.43 | | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|--------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 40,453.50 | 372,228.73 | 372,228.73 | 0.00 | 412,682.23 | |
| 9130 REVOLVING CASH ACCOUNT | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 9200 ACCOUNTS RECEIVABLE | 15,552.96 | 15,552.96- | 15,552.96- | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 23,282.40 | 373,282.40- | 373,282.40- | 0.00 | 350,000.00- | |
| 9320 STORES | 52,636.21 | 0.00 | 0.00 | 0.00 | 52,636.21 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 34,510.90- | 34,510.90 | 34,510.90 | 0.00 | 0.00 | |
| 9511 RETIREE MEDICAL BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9515 ACCRUED PAYROLL | 4,584.07- | 4,584.07 | 4,584.07 | 0.00 | 0.00 | |
| 9550 EMPLOYER PERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9551 EMPLOYER OASDI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9552 EMPLOYER H/W | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9555 EMPLOYER MEDICARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9557 EMPLOYER State Unemploy Insura | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9558 EMPLOYER WORKERS COMPENSATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9610 DUE TO OTHER FUNDS | 3,830.10- | 3,830.10 | 3,830.10 | 0.00 | 0.00 | |
| 9650 UNEARNED REVENUE | 90,000.00- | 0.00 | 0.00 | 0.00 | 90,000.00- | |
| TOTAL Beginning balance | 0.00 | 26,318.44 | 26,318.44 | 0.00 | 26,318.44 | |
| Current year revenue | | | | | | |
| 8220 CHILD NUTRITION PROG FEDERAL | 2,006,428.00 | 509,381.57 | 509,381.57 | 0.00 | 1,497,046.43 | 25.4 |
| 8290 OTHER FEDERAL INCOME | 100,000.00 | 24,776.05- | 24,776.05- | 0.00 | 124,776.05 | -24.8 |
| 8520 CHILD NUTRITION | 125,000.00 | 39,433.00 | 39,433.00 | 0.00 | 85,567.00 | 31.5 |
| 8634 FOOD SERVICES SALE | 7,200.00 | 964.14- | 964.14- | 0.00 | 8,164.14 | -13.4 |
| 8660 INTEREST | 250.00 | 1.00- | 1.00- | 0.00 | 251.00 | -0.4 |
| 8699 OTHER LOCAL INCOME | 2,500.00 | 60.09 | 60.09 | 0.00 | 2,439.91 | 2.4 |
| 8916 INTERFUND TRSF CAFETERIA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Current year revenue | 2,241,378.00 | 523,133.47 | 523,133.47 | 0.00 | 1,718,244.53 | |
| *TOTAL Beginning balance + Revenue | 2,241,378.00 | 523,133.47 | 523,133.47 | | | * |
| Expense | | | | | | |
| 2200 CLASSIFIED SUPPORT SALARIES | 506,173.00 | 5,187.06 | 5,187.06 | 94,292.46 | 406,693.48 | 19.7 |
| 2203 Class Support Extra Duty | 2,217.00 | 42,519.39- | 42,519.39- | 0.00 | 44,736.39 | -917.9 |
| 2204 Class Support Sub | 27,482.00 | 9,178.05- | 9,178.05- | 0.00 | 36,660.05 | -33.4 |
| 2300 CLASS SUPERV & ADMIN SALARIES | 75,313.00 | 56,761.47 | 56,761.47 | 18,459.00 | 92.53 | 99.9 |
| 2400 Clerical & Office Salaries | 73,930.00 | 54,386.55 | 54,386.55 | 18,128.85 | 1,414.60 | 98.1 |
| 3202 PERS CLASSIFIED | 135,671.00 | 45,779.04 | 45,779.04 | 22,074.26 | 67,817.70 | 50.0 |
| 3302 OASDI CL | 40,637.00 | 13,701.62 | 13,701.62 | 8,144.98 | 18,790.40 | 53.8 |
| 3312 MEDICARE CLASSIFIED | 9,503.00 | 2,355.43 | 2,355.43 | 1,904.90 | 5,242.67 | 44.8 |
| 3402 HEALTH & WELFARE CLASSIFIED | 147,863.00 | 74,276.04 | 74,276.04 | 32,672.45 | 40,914.51 | 72.3 |
| 3502 Unemployment Classified | 329.00 | 404.52- | 404.52- | 65.59 | 667.93 | -103.0 |
| 3602 WORKERS COMP CLASSIFIED | 11,259.00 | 4,300.52 | 4,300.52 | 1,960.03 | 4,998.45 | 55.6 |
| 3701 OPEB, Allocated, Certificated | 4,112.00 | 445.25 | 445.25 | 0.00 | 3,666.75 | 10.8 |
| 3702 OPEB, Allocated, Classified | 0.00 | 1,451.06 | 1,451.06 | 850.70 | 2,301.76- | N/A |
| 3942 Classified Cash in Lieu | 6,051.00 | 1,147.80 | 1,147.80 | 310.22 | 4,592.98 | 24.1 |
| 4300 SUPPLIES | 184,908.00 | 2,399.28 | 2,399.28 | 87,811.08 | 94,697.64 | 48.8 |
| 4400 Inventoried Supplies \$500-4999 | 29,356.00 | 5,325.50 | 5,325.50 | 0.00 | 24,030.50 | 18.1 |
| 4700 FOOD | 728,394.00 | 175,678.67 | 175,678.67 | 464,793.23 | 87,922.10 | 87.9 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| 5200 Travel & Conference, Training | 3,500.00 | 166.00 | 166.00 | 500.00 | 2,834.00 | 19.0 |
| 5210 Travel & Conf Mileage | 1,140.00 | 0.00 | 0.00 | 750.00 | 390.00 | 65.8 |
| 5300 DUES AND MEMBERSHIP | 5,000.00 | 421.00 | 421.00 | 0.00 | 4,579.00 | 8.4 |
| 5600 Repairs | 35,100.00 | 19,133.49 | 19,133.49 | 9,268.33 | 6,698.18 | 80.9 |
| 5610 Rentals | 238.00 | 237.43 | 237.43 | 0.00 | 0.57 | 99.8 |
| 5750 TF Direct Costs Interfund | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| 5800 OTHER SERVICES & OPERATIONS | 47,606.00 | 20,207.58 | 20,207.58 | 1,942.07 | 25,456.35 | 46.5 |
| 5930 Cellular Phones/Pagers | 524.00 | 332.25 | 332.25 | 192.81 | 1.06 | 100.2 |
| 6200 Buildings, New & Improvement | 70,000.00 | 65,223.95 | 65,223.95 | 0.00 | 4,776.05 | 93.2 |
| 7350 DIRECT/INDIRECT INTERFUND | 94,072.00 | 0.00 | 0.00 | 0.00 | 94,072.00 | 0.0 |
| TOTAL Expense | 2,241,378.00 | 496,815.03 | 496,815.03 | 764,120.96 | 980,442.01 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 63,832.00- | 0.00 | 0.00 | 0.00 | 63,832.00- | |
| TOTAL Ending balance | 63,832.00- | 0.00 | 0.00 | 0.00 | 63,832.00- | |
| **Fund balance | 0.00 | 26,318.44 | 26,318.44 | | | ** |

FUND :14 DEFERRED MAINTENANCE FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 62.00 | 25.00 | 25.00 | 0.00 | 87.00 | |
| 9200 ACCOUNTS RECEIVABLE | 25.00 | 25.00- | 25.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 87.00 | 0.00 | 0.00 | 0.00 | 87.00 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.0 |
| TOTAL Current year revenue | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | |
| *TOTAL Beginning balance + Revenue | 92.00 | 87.00 | 87.00 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 5.00- | 0.00 | 0.00 | 0.00 | 5.00- | |
| 9791 BEGINNING FUND BALANCE | 87.00- | 0.00 | 0.00 | 0.00 | 87.00- | |
| TOTAL Ending balance | 92.00- | 0.00 | 0.00 | 0.00 | 92.00- | |
| **Fund balance | 92.00 | 87.00 | 87.00 | | | ** |

FUND :17 SPECIAL RESERVE FUND-NO CAPTL

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | Used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 2,408,279.71 | 25,315.00 | 25,315.00 | 0.00 | 2,433,594.71 | |
| 9200 ACCOUNTS RECEIVABLE | 20,342.00 | 20,342.00- | 20,342.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 2,428,621.71 | 4,973.00 | 4,973.00 | 0.00 | 2,433,594.71 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 35,000.00 | 4,973.00 | 4,973.00 | 0.00 | 30,027.00 | 14.2 |
| TOTAL Current year revenue | 35,000.00 | 4,973.00 | 4,973.00 | 0.00 | 30,027.00 | |
| *TOTAL Beginning balance + Revenue | 2,463,621.71 | 2,433,594.71 | 2,433,594.71 | | | * |
| Expense | | | | | | |
| 7612 INTERFUND TRSF GEN TO SP RES | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| TOTAL Expense | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 18,908.00 | 0.00 | 0.00 | 0.00 | 18,908.00 | |
| 9791 BEGINNING FUND BALANCE | 2,428,621.71- | 0.00 | 0.00 | 0.00 | 2,428,621.71- | |
| TOTAL Ending balance | 2,409,713.71- | 0.00 | 0.00 | 0.00 | 2,409,713.71- | |
| **Fund balance | 2,409,713.71 | 2,433,594.71 | 2,433,594.71 | | | ** |

FUND :20 Special Reserve Fund for PEB

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 608,934.00 | 6,316.00 | 6,316.00 | 0.00 | 615,250.00 | |
| 9200 ACCOUNTS RECEIVABLE | 5,059.00 | 5,059.00- | 5,059.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 613,993.00 | 1,257.00 | 1,257.00 | 0.00 | 615,250.00 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 8,700.00 | 1,257.00 | 1,257.00 | 0.00 | 7,443.00 | 14.4 |
| 8912 INTFD TRANSFER SPEC RESERVE | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| TOTAL Current year revenue | 62,608.00 | 1,257.00 | 1,257.00 | 0.00 | 61,351.00 | |
| *TOTAL Beginning balance + Revenue | 676,601.00 | 615,250.00 | 615,250.00 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 62,608.00- | 0.00 | 0.00 | 0.00 | 62,608.00- | |
| 9791 BEGINNING FUND BALANCE | 613,993.00- | 0.00 | 0.00 | 0.00 | 613,993.00- | |
| TOTAL Ending balance | 676,601.00- | 0.00 | 0.00 | 0.00 | 676,601.00- | |
| **Fund balance | 676,601.00 | 615,250.00 | 615,250.00 | | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|----------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 25,900.53 | 11,529,913.95 | 11,529,913.95 | 0.00 | 11,555,814.48 | |
| 9135 CASH WITH FISCAL AGENT | 0.00 | 12,004,067.71- | 12,004,067.71- | 0.00 | 12,004,067.71- | |
| 9200 ACCOUNTS RECEIVABLE | 391.00 | 391.00- | 391.00- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 1,126.00- | 350.00 | 350.00 | 0.00 | 776.00- | |
| TOTAL Beginning balance | 25,165.53 | 474,194.76- | 474,194.76- | 0.00 | 449,029.23- | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 9,600.00 | 9,519.00 | 9,519.00 | 0.00 | 81.00 | 99.2 |
| TOTAL Current year revenue | 9,600.00 | 9,519.00 | 9,519.00 | 0.00 | 81.00 | |
| *TOTAL Beginning balance + Revenue | 34,765.53 | 34,684.53 | 34,684.53 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 773,395.53 | 177,532.00 | 177,532.00 | 9,795.00 | 586,068.53 | 24.2 |
| 6100 Land acquis & addition | 4,037,922.00 | 0.00 | 0.00 | 0.00 | 4,037,922.00 | 0.0 |
| 6200 Buildings, New & Improvement | 31,416.20- | 0.00 | 0.00 | 0.00 | 31,416.20- | N/A |
| 6215 Architect Fees | 3,347,989.20 | 306,181.76 | 306,181.76 | 797,802.24 | 2,244,005.20 | 33.0 |
| 6250 PLANNING COSTS | 9,180.00 | 0.00 | 0.00 | 9,180.00 | 0.00 | 100.0 |
| TOTAL Expense | 8,137,070.53 | 483,713.76 | 483,713.76 | 816,777.24 | 6,836,579.53 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 7,991,470.53 | 0.00 | 0.00 | 0.00 | 7,991,470.53 | |
| 9791 BEGINNING FUND BALANCE | 25,165.53- | 0.00 | 0.00 | 0.00 | 25,165.53- | |
| TOTAL Ending balance | 7,966,305.00 | 0.00 | 0.00 | 0.00 | 7,966,305.00 | |
| **Fund balance | 8,102,305.00- | 449,029.23- | 449,029.23- | | | ** |

FUND :25 CAPITAL FACILITIES FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 2,885,132.02 | 4,773,064.31 | 4,773,064.31 | 0.00 | 7,658,196.33 | |
| 9200 ACCOUNTS RECEIVABLE | 18,276.00 | 18,276.00- | 18,276.00- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 12,500.00- | 12,500.00 | 12,500.00 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 2,890,908.02 | 4,767,288.31 | 4,767,288.31 | 0.00 | 7,658,196.33 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 75,000.00 | 9,514.00 | 9,514.00 | 0.00 | 65,486.00 | 12.7 |
| 8681 MITIGATION/DEVELOPER FEES | 5,559,445.00 | 5,121,468.96 | 5,121,468.96 | 0.00 | 437,976.04 | 92.1 |
| TOTAL Current year revenue | 5,634,445.00 | 5,130,982.96 | 5,130,982.96 | 0.00 | 503,462.04 | |
| *TOTAL Beginning balance + Revenue | 8,525,353.02 | 8,021,890.98 | 8,021,890.98 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 1,554,530.00 | 247,522.00 | 247,522.00 | 11,150.00 | 1,295,858.00 | 16.6 |
| 6160 Other Site Costs | 814.00 | 5,099.55 | 5,099.55 | 0.00 | 4,285.55- | 626.5 |
| 6200 Buildings, New & Improvement | 4,287.00 | 0.00 | 0.00 | 0.00 | 4,287.00 | 0.0 |
| 6215 Architect Fees | 2,002,660.00 | 85,328.10 | 85,328.10 | 1,466,800.90 | 450,531.00 | 77.5 |
| 6240 Preliminary Tests | 23,600.00 | 0.00 | 0.00 | 20,000.00 | 3,600.00 | 84.7 |
| 6243 General Contractor | 721,809.00 | 0.00 | 0.00 | 721,809.00 | 0.00 | 100.0 |
| 6280 Build/Improv Construct Testing | 57,520.00 | 15,342.50 | 15,342.50 | 56,627.50 | 14,450.00- | 125.1 |
| 6281 Land Survey | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 | 100.0 |
| 6290 Build/Improv Inspection | 15,390.00 | 10,402.50 | 10,402.50 | 2,327.50 | 2,660.00 | 82.7 |
| TOTAL Expense | 4,382,110.00 | 363,694.65 | 363,694.65 | 2,280,214.90 | 1,738,200.45 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 1,753,835.00- | 0.00 | 0.00 | 0.00 | 1,753,835.00- | |
| 9791 BEGINNING FUND BALANCE | 2,890,908.02- | 0.00 | 0.00 | 0.00 | 2,890,908.02- | |
| TOTAL Ending balance | 4,644,743.02- | 0.00 | 0.00 | 0.00 | 4,644,743.02- | |
| **Fund balance | 4,143,243.02 | 7,658,196.33 | 7,658,196.33 | | | ** |

FUND :35 SCHOOL FACILITIES FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 149,672.25 | 860,919.58 | 860,919.58 | 0.00 | 1,010,591.83 | |
| 9200 ACCOUNTS RECEIVABLE | 1,355.00 | 1,355.00- | 1,355.00- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 16,983.00- | 16,983.00 | 16,983.00 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 134,044.25 | 876,547.58 | 876,547.58 | 0.00 | 1,010,591.83 | |
| Current year revenue | | | | | | |
| 8545 School Facilities Apportionmen | 2,106,232.00 | 2,106,232.00 | 2,106,232.00 | 0.00 | 0.00 | 100.0 |
| 8660 INTEREST | 2,300.00 | 931.00 | 931.00 | 0.00 | 1,369.00 | 40.5 |
| TOTAL Current year revenue | 2,108,532.00 | 2,107,163.00 | 2,107,163.00 | 0.00 | 1,369.00 | |
| *TOTAL Beginning balance + Revenue | 2,242,576.25 | 2,241,207.25 | 2,241,207.25 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 132,678.00 | 111,407.64 | 111,407.64 | 21,062.00 | 208.36 | 99.8 |
| 6160 Other Site Costs | 4,300.00 | 4,300.00 | 4,300.00 | 0.00 | 0.00 | 100.0 |
| 6200 Buildings, New & Improvement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 6215 Architect Fees | 107,250.00 | 82,500.00 | 82,500.00 | 24,750.00 | 0.00 | 100.0 |
| 6243 General Contractor | 1,982,958.25 | 1,032,407.78 | 1,032,407.78 | 839,219.66 | 111,330.81 | 94.4 |
| 6290 Build/Improv Inspection | 15,390.00 | 0.00 | 0.00 | 0.00 | 15,390.00 | 0.0 |
| TOTAL Expense | 2,242,576.25 | 1,230,615.42 | 1,230,615.42 | 885,031.66 | 126,929.17 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 134,044.25 | 0.00 | 0.00 | 0.00 | 134,044.25 | |
| 9791 BEGINNING FUND BALANCE | 134,044.25- | 0.00 | 0.00 | 0.00 | 134,044.25- | |
| TOTAL Ending balance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| **Fund balance | 0.00 | 1,010,591.83 | 1,010,591.83 | | | ** |

| ACCOUNT CLASSIFICATIONS SELECTED | | | | | | | | FIELD RANGES SELECTED | |
|----------------------------------|------|---|------|-----|------|------|-----|-----------------------|----------|
| FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | FI RANGE |
| 1. | - | - | - | - | - | - | - | - | |
| 2. | - | - | - | - | - | - | - | - | |
| 3. | - | - | - | - | - | - | - | - | |
| 4. | - | - | - | - | - | - | - | - | |
| 5. | - | - | - | - | - | - | - | - | |
| 6. | - | - | - | - | - | - | - | - | |
| 7. | - | - | - | - | - | - | - | - | |
| 8. | - | - | - | - | - | - | - | - | |
| 9. | - | - | - | - | - | - | - | - | |
| 10. | - | - | - | - | - | - | - | - | |

Sort/Rollup Digit: FUND\0
Page break on field:
By details: OBJECT (Format 1 OBJECT)
Show pennies: No Suppress lines with zeros in all columns: Yes
Restricted field: 02-RESOURCE
Lines per page: 63 Blank lines between each detail: 0
80 Column mode: No Replace Fiscal year with:
Year for Acct format: 2021 Sort detail lines by: Alpha
Include accounts? (Open/Closed/Both): Both Collapse Objects by file: No

| | | | | | | |
|---------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| * Column 1 * | * Column 2 * | * Column 3 * | * Column 4 * | * Column 5 * | * Column 6 * | * Column 7 * |
| Column Title1: 2nd Int | Negotiate | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** |
| Column Title2: Revised | Working | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** |
| Fiscal Year: 2021 | 2020 | | | | | |
| Data Source: Revised | Working | | | | | |
| Amount Types: Budget | Budget | | | | | |
| Print Detail: No | No | | | | | |
| If Zero Print: Blanks | Blanks | Blanks | Blanks | Blanks | Blanks | Blanks |
| Calc column: None | None | None | None | None | None | None |
| Rest/Unr/Both: Both | Both | | | | | |
| Budget Tfrs: None | None | None | None | None | None | None |
| Bud Tfrs Date: 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 |
| GL Trans: None | None | None | None | None | None | None |
| GL Trans Date: 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 |
| Suppress Line: No | No | No | No | No | No | No |

| FUND | :01 | GENERAL FUND | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|------|--------------------------------|--------------|---------------------------------|-----------------------------------|
| 8011 | LCFF State Aid - Current Year | | 25,212,930 | 28,893,465 |
| 8012 | Ed Protection Acct | | 7,910,647 | 5,179,881 |
| 8021 | HOMEOWNERS' EXEMPTION | | 54,970 | 50,429 |
| 8041 | SECURED ROLL TAXES | | 6,934,426 | 5,913,096 |
| 8042 | UNSECURED ROLL TAXES | | 190,011 | 160,227 |
| 8043 | PRIOR YEARS' TAXES | | 34,137 | 27,700 |
| 8044 | SUPPLEMENTAL TAXES | | 373,264 | 382,548 |
| 8045 | EDUCATION REVENUE AUGMENT/ERAF | | 2,424,097 | 2,390,560 |
| 8082 | OTHER IN-LIEU TAXES | | 2,500 | 2,500 |
| 8089 | NON-REVENUE LIMIT (50%) ADJ | | 1,250 | 1,250 |
| 8181 | SPECIAL EDUCATION ENTITLEMENT | | 938,609 | 938,609 |
| 8182 | SPECIAL ED DISCRETIONARY GRANT | | 73,436 | 70,944 |
| 8290 | OTHER FEDERAL INCOME | | 6,302,430 | 2,724,280 |
| 8550 | MANDATED COST REIMBURSEMENTS | | 171,413 | 167,526 |
| 8560 | STATE LOTTERY REVENUE | | 818,961 | 836,862 |
| 8590 | ALL OTHER STATE REVENUE | | 3,388,487 | 3,200,684 |
| 8631 | SALE OF EQUIPMENT | | 800 | |
| 8639 | OTHER SALES | | 500 | 500 |
| 8650 | LEASES AND RENTALS | | 185,400 | 198,000 |
| 8660 | INTEREST | | 85,000 | 106,400 |
| 8675 | TRANSPORTATION FEES OUTSIDE | | 20,000 | 20,000 |
| 8677 | INTERAGENCY FEES/TRANSPORTATIO | | 525 | 525 |
| 8689 | ALL OTHER FEES AND CONTRACTS | | 11,500 | 11,500 |
| 8699 | OTHER LOCAL INCOME | | 608,611 | 245,221 |
| 8782 | All Other Transfers from SCOE | | 60,000 | 60,000 |
| 8792 | TRANSFER IN SELPA | | 1,226,968 | 1,126,968 |
| 8794 | SP ED PRIOR YEAR | | 10,000 | 10,576 |
| 8795 | SPEC ED PROJECT SPECIALIST | | 30,250 | 30,250 |
| 8912 | INTFD TRANSFER SPEC RESERVE | | 53,908 | 53,908 |
| 8919 | INTERFUND TRSF OTHER | | | 2,165 |
| | TOTAL: 8xxx | | 57,125,030 | 52,806,574 |
| 1100 | CERTIFICATED TEACHERS SALARIES | | 16,348,355 | 17,405,301 |
| 1102 | Teacher Stipend | | 305,972 | 332,609 |
| 1104 | Teacher Substitutes | | 305,463 | 467,584 |
| 1105 | Teachers Extra Hours | | 120,495 | 220,218 |
| 1200 | CERT PUPIL SUPPORT SALARIES | | 1,058,603 | 1,049,592 |
| 1205 | Pupil Support Extra Hours | | 23,307 | 4,881 |
| 1300 | CERT SUPERV & ADMIN SALARIES | | 1,765,764 | 1,741,011 |
| 1900 | OTHER CERTIFICATED SALARIES | | 668,434 | 519,757 |
| | TOTAL: 1xxx | | 20,596,393 | 21,740,953 |
| 2100 | INSTRUCTIONAL AIDES SALARIES | | 2,462,134 | 2,728,590 |
| 2101 | IA Overtime | | | 86 |
| 2103 | IA Extra Duty | | 14,962 | 26,495 |
| 2104 | Instructional Aide Sub | | 8,820 | 83,544 |
| 2200 | CLASSIFIED SUPPORT SALARIES | | 3,036,682 | 2,897,736 |
| 2201 | Classified Support - Overtime | | 30,698 | 80,910 |
| 2203 | Class Support Extra Duty | | 4,626 | 26,097 |
| 2204 | Class Support Sub | | 45,526 | 55,464 |
| 2300 | CLASS SUPERV & ADMIN SALARIES | | 482,756 | 465,043 |

| FUND | :01 | GENERAL FUND | | |
|-------------|---------------------------------|--------------|---------------------------------|-----------------------------------|
| | | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 2400 | Clerical & Office Salaries | | 1,915,257 | 1,875,104 |
| 2401 | Clerical & Office Overtime | | 542 | 1,410 |
| 2403 | Clerical & Office - Extra Duty | | 15,036 | 4,115 |
| 2404 | Clerical & Office Subs | | 6,650 | 18,107 |
| 2405 | Clerical Extra Hours | | 800 | |
| 2900 | OTHER CLASSIFIED SALARIES | | 433,258 | 365,515 |
| 2903 | Other Classified Extra Duty | | 54 | 3,232 |
| 2904 | Other Classified Subs | | 1,050 | 3,441 |
| TOTAL: 2xxx | | | 8,458,849 | 8,634,890 |
| 3101 | STRS CERTIFICATED | | 5,402,858 | 5,643,308 |
| 3102 | STRS CLASSIFIED | | 76,864 | 79,070 |
| 3201 | PERS CERTIFICATED | | 27,613 | 24,849 |
| 3202 | PERS CLASSIFIED | | 1,589,989 | 1,537,953 |
| 3301 | Social Security Certificated | | 10,182 | 13,290 |
| 3302 | OASDI CL | | 483,992 | 491,924 |
| 3311 | MEDICARE CERTIFICATED | | 297,724 | 311,992 |
| 3312 | MEDICARE CLASSIFIED | | 118,935 | 119,268 |
| 3401 | HEALTH & WELFARE CERTIFICATED | | 1,729,663 | 2,331,922 |
| 3402 | HEALTH & WELFARE CLASSIFIED | | 1,501,285 | 1,391,907 |
| 3501 | Unemployment Certificated | | 10,640 | 11,086 |
| 3502 | Unemployment Classified | | 4,274 | 4,261 |
| 3601 | WORKERS COMP CERTIFICATED | | 350,431 | 355,560 |
| 3602 | WORKERS COMP CLASSIFIED | | 139,270 | 140,816 |
| 3701 | OPEB, Allocated, Certificated | | 181,978 | 256,588 |
| 3702 | OPEB, Allocated, Classified | | 223,626 | 140,139 |
| 3941 | Certificated Cash in Lieu | | 12,094 | 12,094 |
| 3942 | Classified Cash in Lieu | | 66,190 | 68,461 |
| TOTAL: 3xxx | | | 12,227,609 | 12,934,488 |
| 4100 | TEXTBOOKS | | 115,417 | 196,531 |
| 4200 | Books other than Textbooks | | 40,169 | 52,261 |
| 4300 | SUPPLIES | | 3,489,925 | 2,299,944 |
| 4340 | Fuel/Oil | | 67,000 | 110,060 |
| 4400 | Inventoried Supplies \$500-4999 | | 986,916 | 894,598 |
| 4700 | FOOD | | 40,425 | |
| TOTAL: 4xxx | | | 4,739,851 | 3,553,394 |
| 5200 | Travel & Conference, Training | | 279,514 | 352,587 |
| 5210 | Travel & Conf Mileage | | 18,924 | 20,470 |
| 5230 | Mile non-conf/travel *not used | | | 101 |
| 5300 | DUES AND MEMBERSHIP | | 37,739 | 28,399 |
| 5400 | INSURANCE | | 285,170 | 285,170 |
| 5500 | OPERATIONS & HOUSEKEEPING SER | | 25,000 | 24,500 |
| 5510 | Other Utilities - Electric | | 651,682 | 605,000 |
| 5515 | Gas | | 80,000 | 80,000 |
| 5520 | Water | | 325,000 | 375,000 |
| 5525 | Waste Disposal | | 62,500 | 60,500 |
| 5600 | Repairs | | 200,682 | 636,925 |
| 5610 | Rentals | | 13,767 | 21,100 |
| 5620 | Leases | | 23,019 | 10,420 |

| FUND | :01 | GENERAL FUND | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|------|--------------------------------|--------------|---------------------------------|-----------------------------------|
| 5716 | Field Trips TF within Fund | | | 2 |
| 5750 | TF Direct Costs Interfund | | 6,000- | 2,000- |
| 5800 | OTHER SERVICES & OPERATIONS | | 5,198,735 | 4,742,692 |
| 5850 | Election Costs | | 22,352 | |
| 5865 | Field Trip - Charter Bus | | 29,090 | 73,464 |
| 5880 | Legal Fees | | 163,252 | 140,000 |
| 5900 | Communications | | 33,090 | 19,000 |
| 5920 | Postage | | 37,128 | 34,368 |
| 5930 | Cellular Phones/Pagers | | 97,974 | 113,425 |
| 5940 | Hotspots/Internet for Students | | 31,500 | |
| | TOTAL: 5xxx | | 7,610,117 | 7,621,123 |
| | *SUB-TOTAL:1000-5999 | | 53,632,818 | 54,484,848 |
| 6170 | Land Improvements | | 78,000 | |
| 6200 | Buildings, New & Improvement | | 742,278 | 1,719,349 |
| 6201 | DSA Plan Check Fees | | | 32,625 |
| 6215 | Architect Fees | | | 6,172 |
| 6272 | Construction Management Fees | | | 4,480 |
| 6290 | Build/Improv Inspection | | 5,000 | 13,515 |
| 6400 | EQUIPMENT \$5000+ | | 2,310,261 | 37,523 |
| 6500 | EQUIPMENT REPLACEMENT \$5,000+ | | 93,514 | 162,360 |
| | TOTAL: 6xxx | | 3,229,052 | 1,976,024 |
| | *SUB-TOTAL:1000-6999 | | 56,861,870 | 56,460,872 |
| 7130 | STATE SPECIAL SCHOOLS | | 3,500 | 3,500 |
| 7142 | OTHER EXCESS COST SCOE | | 1,295,000 | 1,034,180 |
| 7350 | DIRECT/INDIRECT INTERFUND | | 166,097- | 155,482- |
| 7612 | INTERFUND TRSF GEN TO SP RES | | 53,908 | 53,908 |
| 7616 | INTERFUND TRSF GEN TO CAFE | | | 1,000 |
| | TOTAL: 7xxx | | 1,186,311 | 937,106 |
| | *SUB-TOTAL:1000-7999 | | 58,048,181 | 57,397,978 |
| | **TOTAL:1000-5999 | | 53,632,818 | 54,484,848 |
| | **TOTAL:1000-6999 | | 56,861,870 | 56,460,872 |
| | **TOTAL:1000-7999 | | 58,048,181 | 57,397,978 |
| | **TOTAL:8000-8999 | | 57,125,030 | 52,806,574 |

| FUND | :09 | CHARTER SCHOOLS | | |
|------|------------------------------|-----------------|---------|-------|
| 8590 | ALL OTHER STATE REVENUE | | 73,520- | |
| 8660 | INTEREST | | 2,037 | 1,486 |
| | TOTAL: 8xxx | | 71,483- | 1,486 |
| 7619 | INTERFUND TRSF ALL OTHER OUT | | | 2,165 |
| | TOTAL: 7xxx | | | 2,165 |
| | *SUB-TOTAL:1000-7999 | | | 2,165 |

| | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|--------------------------------------|---------------------------------|-----------------------------------|
| ----- | | |
| **TOTAL:1000-5999 | | |
| **TOTAL:1000-6999 | | |
| **TOTAL:1000-7999 | | 2,165 |
| **TOTAL:8000-8999 | 71,483- | 1,486 |
| | | |
| FUND :11 | ADULT EDUCATION FUND | |
| 8290 OTHER FEDERAL INCOME | 47,075 | 51,330 |
| 8590 ALL OTHER STATE REVENUE | 298,529 | 277,007 |
| 8660 INTEREST | 750 | 750 |
| 8699 OTHER LOCAL INCOME | 490 | 490 |
| TOTAL: 8xxx | 346,844 | 329,577 |
| | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 72,473 | 103,929 |
| 1104 Teacher Substitutes | 2,400 | 3,190 |
| 1105 Teachers Extra Hours | 10,240 | 5,067 |
| 1200 CERT PUPIL SUPPORT SALARIES | 36,507 | 40,000 |
| 1205 Pupil Support Extra Hours | 12,700 | 1,671 |
| 1300 CERT SUPERV & ADMIN SALARIES | 18,081 | 18,081 |
| TOTAL: 1xxx | 152,401 | 171,938 |
| | | |
| 2201 Classified Support - Overtime | 1,557 | 1,500 |
| 2400 Clerical & Office Salaries | 34,573 | 34,498 |
| 2403 Clerical & Office - Extra Duty | 2,000 | 2,000 |
| TOTAL: 2xxx | 38,130 | 37,998 |
| | | |
| 3101 STRS CERTIFICATED | 23,826 | 37,891 |
| 3201 PERS CERTIFICATED | | 5,819 |
| 3202 PERS CLASSIFIED | 7,576 | 6,855 |
| 3301 Social Security Certificated | | 2,490 |
| 3302 OASDI CL | 2,380 | 2,203 |
| 3311 MEDICARE CERTIFICATED | 2,160 | 2,544 |
| 3312 MEDICARE CLASSIFIED | 570 | 547 |
| 3401 HEALTH & WELFARE CERTIFICATED | 2,600 | 3,939 |
| 3402 HEALTH & WELFARE CLASSIFIED | 1,500 | 1,430 |
| 3501 Unemployment Certificated | 99 | 94 |
| 3502 Unemployment Classified | 34 | 19 |
| 3601 WORKERS COMP CERTIFICATED | 2,545 | 2,864 |
| 3602 WORKERS COMP CLASSIFIED | 673 | 504 |
| TOTAL: 3xxx | 43,963 | 67,199 |
| | | |
| 4200 Books other than Textbooks | 2,699 | 1,044 |
| 4300 SUPPLIES | 135,402 | 80,194 |
| 4400 Inventoried Supplies \$500-4999 | 22,432 | 25,387 |
| TOTAL: 4xxx | 160,533 | 106,625 |
| | | |
| 5200 Travel & Conference, Training | 16,100 | 8,045 |
| 5210 Travel & Conf Mileage | 2,500 | 2,000 |
| 5300 DUES AND MEMBERSHIP | 1,500 | 750 |
| 5600 Repairs | | 50 |
| 5620 Leases | 5,000 | 2,000 |
| 5750 TF Direct Costs Interfund | 5,000 | 1,000 |

| FUND :11 | | ADULT EDUCATION FUND | |
|----------------------|-----------------------------|---------------------------------|-----------------------------------|
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 5800 | OTHER SERVICES & OPERATIONS | 46,348 | 35,350 |
| | TOTAL: 5xxx | 76,448 | 49,195 |
| *SUB-TOTAL:1000-5999 | | 471,475 | 432,955 |
| 7350 | DIRECT/INDIRECT INTERFUND | 19,622 | 16,306 |
| | TOTAL: 7xxx | 19,622 | 16,306 |
| *SUB-TOTAL:1000-7999 | | 491,097 | 449,261 |
| **TOTAL:1000-5999 | | 471,475 | 432,955 |
| **TOTAL:1000-6999 | | 471,475 | 432,955 |
| **TOTAL:1000-7999 | | 491,097 | 449,261 |
| **TOTAL:8000-8999 | | 346,844 | 329,577 |

| FUND :12 | | CHILD DEVELOPMEN FUND | |
|----------------------|-----------------------------|-----------------------|---------|
| 8290 | OTHER FEDERAL INCOME | 300,199 | 307,169 |
| 8590 | ALL OTHER STATE REVENUE | 545,757 | 615,482 |
| 8660 | INTEREST | 1,211 | 1,211 |
| | TOTAL: 8xxx | 847,167 | 923,862 |
| 5800 | OTHER SERVICES & OPERATIONS | 793,013 | 879,807 |
| | TOTAL: 5xxx | 793,013 | 879,807 |
| *SUB-TOTAL:1000-5999 | | 793,013 | 879,807 |
| 7350 | DIRECT/INDIRECT INTERFUND | 52,403 | 42,844 |
| | TOTAL: 7xxx | 52,403 | 42,844 |
| *SUB-TOTAL:1000-7999 | | 845,416 | 922,651 |
| **TOTAL:1000-5999 | | 793,013 | 879,807 |
| **TOTAL:1000-6999 | | 793,013 | 879,807 |
| **TOTAL:1000-7999 | | 845,416 | 922,651 |
| **TOTAL:8000-8999 | | 847,167 | 923,862 |

| FUND :13 | | CAFETERIA FUND | |
|----------|------------------------------|----------------|-----------|
| 8220 | CHILD NUTRITION PROG FEDERAL | 1,924,010 | 1,593,241 |
| 8290 | OTHER FEDERAL INCOME | 100,000 | 100,000 |
| 8520 | CHILD NUTRITION | 125,000 | 125,000 |
| 8634 | FOOD SERVICES SALE | 7,200 | 293,293 |
| 8660 | INTEREST | 250 | 1,750 |
| 8699 | OTHER LOCAL INCOME | 2,500 | 2,500 |
| 8916 | INTERFUND TRSF CAFETERIA | | 1,000 |
| | TOTAL: 8xxx | 2,158,960 | 2,116,784 |
| 2200 | CLASSIFIED SUPPORT SALARIES | 495,884 | 500,617 |

| FUND :13 CAFETERIA FUND | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|-------------------------|---------------------------------|---------------------------------|-----------------------------------|
| 2203 | Class Support Extra Duty | 2,217 | 16,608 |
| 2204 | Class Support Sub | 27,482 | 26,262 |
| 2300 | CLASS SUPERV & ADMIN SALARIES | 73,836 | 71,685 |
| 2400 | Clerical & Office Salaries | 72,516 | 71,037 |
| TOTAL: 2xxx | | 671,935 | 686,209 |
| 3202 | PERS CLASSIFIED | 133,042 | 127,020 |
| 3302 | OASDI CL | 40,169 | 40,537 |
| 3312 | MEDICARE CLASSIFIED | 9,399 | 9,484 |
| 3402 | HEALTH & WELFARE CLASSIFIED | 149,618 | 141,744 |
| 3502 | Unemployment Classified | 330 | 339 |
| 3602 | WORKERS COMP CLASSIFIED | 11,037 | 11,060 |
| 3701 | OPEB, Allocated, Certificated | 4,112 | |
| 3942 | Classified Cash in Lieu | 6,051 | 4,655 |
| TOTAL: 3xxx | | 353,758 | 334,839 |
| 4300 | SUPPLIES | 107,705 | 85,272 |
| 4400 | Inventoried Supplies \$500-4999 | 20,800 | |
| 4700 | FOOD | 682,750 | 683,077 |
| TOTAL: 4xxx | | 811,255 | 768,349 |
| 5200 | Travel & Conference, Training | 3,500 | 3,778 |
| 5210 | Travel & Conf Mileage | 1,140 | 1,140 |
| 5300 | DUES AND MEMBERSHIP | 5,000 | 5,000 |
| 5600 | Repairs | 35,100 | 36,850 |
| 5610 | Rentals | 238 | |
| 5750 | TF Direct Costs Interfund | 1,000 | 1,000 |
| 5800 | OTHER SERVICES & OPERATIONS | 47,606 | 19,466 |
| 5930 | Cellular Phones/Pagers | 524 | 525 |
| TOTAL: 5xxx | | 94,108 | 67,759 |
| *SUB-TOTAL:1000-5999 | | 1,931,056 | 1,857,156 |
| 6200 | Buildings, New & Improvement | 70,000 | |
| 6400 | EQUIPMENT \$5000+ | | 100,000 |
| TOTAL: 6xxx | | 70,000 | 100,000 |
| *SUB-TOTAL:1000-6999 | | 2,001,056 | 1,957,156 |
| 7350 | DIRECT/INDIRECT INTERFUND | 94,072 | 96,332 |
| TOTAL: 7xxx | | 94,072 | 96,332 |
| *SUB-TOTAL:1000-7999 | | 2,095,128 | 2,053,488 |
| **TOTAL:1000-5999 | | 1,931,056 | 1,857,156 |
| **TOTAL:1000-6999 | | 2,001,056 | 1,957,156 |
| **TOTAL:1000-7999 | | 2,095,128 | 2,053,488 |
| **TOTAL:8000-8999 | | 2,158,960 | 2,116,784 |

| FUND :14 | DEFERRED MAINTENANCE FUND |
|----------|---------------------------|
|----------|---------------------------|

| FUND | :14 | DEFERRED MAINTENANCE FUND | |
|----------------------|-------------|---------------------------------|-----------------------------------|
| | | | |
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 8660 | INTEREST | 5 | 104 |
| | TOTAL: 8xxx | 5 | 104 |
| 5600 | Repairs | | 15,707 |
| | TOTAL: 5xxx | | 15,707 |
| *SUB-TOTAL:1000-7999 | | | 15,707 |
| **TOTAL:1000-5999 | | | 15,707 |
| **TOTAL:1000-6999 | | | 15,707 |
| **TOTAL:1000-7999 | | | 15,707 |
| **TOTAL:8000-8999 | | 5 | 104 |

| FUND | :17 | SPECIAL RESERVE FUND-NO CAPTL | |
|----------------------|------------------------------|-------------------------------|--------|
| | | | |
| 8660 | INTEREST | 35,000 | 35,000 |
| | TOTAL: 8xxx | 35,000 | 35,000 |
| 7612 | INTERFUND TRSF GEN TO SP RES | 53,908 | 53,908 |
| | TOTAL: 7xxx | 53,908 | 53,908 |
| *SUB-TOTAL:1000-7999 | | 53,908 | 53,908 |
| **TOTAL:1000-5999 | | | |
| **TOTAL:1000-6999 | | | |
| **TOTAL:1000-7999 | | 53,908 | 53,908 |
| **TOTAL:8000-8999 | | 35,000 | 35,000 |

| FUND | :20 | Special Reserve Fund for PEB | |
|----------------------|-----------------------------|------------------------------|--------|
| | | | |
| 8660 | INTEREST | 8,700 | 8,700 |
| 8912 | INTFD TRANSFER SPEC RESERVE | 53,908 | 53,908 |
| | TOTAL: 8xxx | 62,608 | 62,608 |
| *SUB-TOTAL:1000-7999 | | | |
| **TOTAL:1000-5999 | | | |
| **TOTAL:1000-6999 | | | |
| **TOTAL:1000-7999 | | | |
| **TOTAL:8000-8999 | | 62,608 | 62,608 |

| FUND | :21 | BUILDING FUND | |
|------|-----------------------------|---------------|--------|
| | | | |
| 8660 | INTEREST | 600 | 922 |
| | TOTAL: 8xxx | 600 | 922 |
| 5800 | OTHER SERVICES & OPERATIONS | 668,596 | 37,944 |
| | TOTAL: 5xxx | 668,596 | 37,944 |

| FUND :21 | | BUILDING FUND | |
|----------------------|--------------------------------|---------------------------------|-----------------------------------|
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| *SUB-TOTAL:1000-5999 | | 668,596 | 37,944 |
| 6100 | Land acquis & addition | 4,142,722 | |
| 6200 | Buildings, New & Improvement | 31,416- | 7,419 |
| 6201 | DSA Plan Check Fees | | 22 |
| 6215 | Architect Fees | 3,202,989 | 24,042 |
| 6250 | PLANNING COSTS | 9,180 | 9,180 |
| TOTAL: 6xxx | | 7,323,475 | 40,663 |
| *SUB-TOTAL:1000-7999 | | 7,992,071 | 78,607 |
| **TOTAL:1000-5999 | | 668,596 | 37,944 |
| **TOTAL:1000-6999 | | 7,992,071 | 78,607 |
| **TOTAL:1000-7999 | | 7,992,071 | 78,607 |
| **TOTAL:8000-8999 | | 600 | 922 |
| FUND :25 | | CAPITAL FACILITIES FUND | |
| 8660 | INTEREST | 75,000 | 25,250 |
| 8681 | MITIGATION/DEVELOPER FEES | 4,059,445 | 1,879,524 |
| TOTAL: 8xxx | | 4,134,445 | 1,904,774 |
| 5800 | OTHER SERVICES & OPERATIONS | 1,590,790 | 261,060 |
| TOTAL: 5xxx | | 1,590,790 | 261,060 |
| *SUB-TOTAL:1000-5999 | | 1,590,790 | 261,060 |
| 6160 | Other Site Costs | 814 | |
| 6200 | Buildings, New & Improvement | 4,287 | 50,000 |
| 6215 | Architect Fees | | 4,000 |
| 6243 | General Contractor | 721,809 | |
| 6280 | Build/Improv Construct Testing | 47,520 | |
| 6290 | Build/Improv Inspection | 15,390 | |
| TOTAL: 6xxx | | 789,820 | 54,000 |
| *SUB-TOTAL:1000-7999 | | 2,380,610 | 315,060 |
| **TOTAL:1000-5999 | | 1,590,790 | 261,060 |
| **TOTAL:1000-6999 | | 2,380,610 | 315,060 |
| **TOTAL:1000-7999 | | 2,380,610 | 315,060 |
| **TOTAL:8000-8999 | | 4,134,445 | 1,904,774 |
| FUND :35 | | SCHOOL FACILITIES FUND | |
| 8545 | School Facilities Apportionmen | 2,106,232 | 252,332 |
| 8660 | INTEREST | 2,300 | 1,545 |
| TOTAL: 8xxx | | 2,108,532 | 253,877 |
| 4300 | SUPPLIES | | 400 |

| FUND : 35 SCHOOL FACILITIES FUND | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|----------------------------------|------------------------------|---------------------------------|-----------------------------------|
| TOTAL: 4xxx | | | 400 |
| 5800 | OTHER SERVICES & OPERATIONS | 128,178 | 234,662 |
| TOTAL: 5xxx | | 128,178 | 234,662 |
| *SUB-TOTAL:1000-5999 | | 128,178 | 235,062 |
| 6160 | Other Site Costs | 4,300 | |
| 6200 | Buildings, New & Improvement | | 17,938 |
| 6215 | Architect Fees | 107,250 | |
| 6243 | General Contractor | 1,987,458 | |
| 6290 | Build/Improv Inspection | 15,390 | |
| 6400 | EQUIPMENT \$5000+ | | |
| TOTAL: 6xxx | | 2,114,398 | 17,938 |
| *SUB-TOTAL:1000-7999 | | 2,242,576 | 253,000 |
| **TOTAL:1000-5999 | | 128,178 | 235,062 |
| **TOTAL:1000-6999 | | 2,242,576 | 253,000 |
| **TOTAL:1000-7999 | | 2,242,576 | 253,000 |
| **TOTAL:8000-8999 | | 2,108,532 | 253,877 |

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: April 21, 2021

Action Item X

To: Board of Trustees

Information Item

From: Lisa Coronado *LC*
Director of Fiscal Services

Attached Pages:

SUBJECT:

**CSEA/CJUSD 2021 Employee Compensation Agreement
and
AB 1200 Public Disclosure**

Attached is the 2020-21 and 2021-22 Compensation Agreement between CUTA and CJUSD effective July 1, 2020, the AB 1200 Public Disclosure document which discloses the impact on the District's budget, and the proposed revised budget.

RECOMMENDATION: Approval of the Compensation Agreement and budget revisions as presented.

CONFIDENTIAL

CENTER JOINT UNIFIED SCHOOL DISTRICT

AB 1200 AND COLLECTIVE BARGAINING AGREEMENTS PUBLIC DISCLOSURE and REVISED BUDGET

The attached information has been prepared to comply with the AB 1200 and collective bargaining agreement public disclosure requirements of Government Code Section 3547.5. The forms are designed to present multi-year and budget implications of completed negotiations.

The forms and copies of the proposed agreements are submitted to the Sacramento County Office of Education for review at least ten (10) workdays prior to the date the Governing Board will take action on the proposed agreements. The forms are also made available to the public at that time.

After the Governing Board has taken action on the proposed agreement, the forms must be resubmitted with the Board President's signature to meet the Salary Settlement Notification requirements of SB 1677 (Chapter/Statutes of 1988).

The District has reached a tentative agreement with the Classified School Employees Association (CSEA) Bargaining Unit. The tentative agreement is included in this packet.

In addition to completing the AB 1200 requirements, within forty-five (45) days of adopting a collective bargaining agreement, the District shall forward to the Sacramento County Office of Education, any revisions to the District's current year budget that are necessary to fulfill the terms of the agreement pursuant to Education Code 42142. The proposed revised budget is included in this packet in the form of a Financial Summary Report. The included Comparative Budget Report compares the previously approved Second Interim Budget and the proposed revised/working budget.

The District seeks approval of the tentative agreement on compensation, the AB 1200 Public Disclosure document, and the proposed revised budget.

SACRAMENTO COUNTY OFFICE OF EDUCATION

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District: Center Joint Unified School District

Name of Bargaining Unit: California School Employees Association (CSEA)

Certificated, Classified, Other: Classified

The proposed agreement covers the period beginning: 7/1/2020 and ending: 6/30/22 (salary) 12/31/22 (benefits)
(date) (date)

The Governing Board will act upon the agreement on: 4/21/21
(date)

Note: This form, along with a copy of the proposed agreement, must be submitted to the County Office at least ten (10) working days prior to the date the Governing Board will take action.

A. Proposed Change in Compensation

| Compensation | | Annual | Fiscal Impact of Proposed Agreement | | |
|--------------|---|------------------------------|-------------------------------------|------------------------------|------------------------------|
| | | Cost Prior to | Year 1 | Year 2 | Year 3 |
| | | Proposed Agreement | Increase (Decrease) | Increase (Decrease) | Increase (Decrease) |
| | | FY 2020-21 | FY 2020-21 | FY 2021-22 | FY 2022-23 |
| 1 | Salary Schedule (This is to include Step and Columns, which is also reported separately in Item 6) | \$6,435,853 | \$132,172 | \$229,344 | \$70,457 |
| | | | 2.05% | 3.49% | 1.04% |
| 2 | Other Compensation Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | \$64,670 | \$1,294 | \$1,320 | \$0 |
| | | | 2.00% | 2.00% | 0.00% |
| | Description of other compensation | CIL, Longevity, Educ Stipend | CIL, Longevity, Educ Stipend | CIL, Longevity, Educ Stipend | CIL, Longevity, Educ Stipend |
| 3 | Statutory Benefits - STRS, PERS, FICA WE, UI, Medicare, etc. | \$2,088,715 | \$41,065 | \$75,907 | \$25,060 |
| | | | 1.97% | 3.56% | 1.14% |
| 4 | Health/Welfare Plans | \$1,334,997 | \$0 | \$34,968 | \$34,968 |
| | | | | | |
| 5 | Total Compensation - Add Items 1 through 4 to equal 5 | \$9,924,235 | \$174,531 | \$341,539 | \$130,485 |
| | | | 1.76% | 3.38% | 1.25% |
| 6 | Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1 | | \$0 | \$86,231 | \$70,457 |
| 7 | Total Number of Represented Employees (Use FTEs if appropriate) | 204.7 | 204.7 | 204.7 | 204.7 |
| 8 | Total Compensation <u>Average</u> Cost per Employee | 48,482 | 853 | 1,668 | 637 |
| | | | 1.76% | 3.38% | 1.25% |

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

*SEE ATTACHED "2020-21 & 2021-22 Two-Year Agreement"

- 10 . **Were any additional steps, columns, or range added to the schedule? (If yes, please explain.)**

No

- 11 . **Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)**

- 12 . **Does this bargaining unit have a negotiated cap for Health & Welfare** Yes ☒ | No ☐

If yes, please describe the cap amount.

Employee Only - \$675

Employee+1 - \$970

Family - \$1,350

- B. **Proposed Negotiated Changes in Noncompensation Items (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)**

N/A

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

There will be no impact to District programs.

D . What contingency language is included in the proposed agreement (e.g., reopeners, etc.)?

N/A

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

The District is deficit spending in current year due to spending down one-time funds. Ongoing revenue exceeds ongoing expenditures in out years.

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

N/A

**G. Source of Funding for Proposed
1. Current Year**

Current year revenue and Ending Fund Balance

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

N/A

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

LCFF Revenue will be used to meet obligations in subsequent years.

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund

Enter Bargaining Unit: CSEA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|---------------------------------------|-----------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | | | \$43,138,232 |
| Remaining Revenues (8100-8799) | \$1,680,384 | | | \$1,680,384 |
| TOTAL REVENUES | \$44,818,616 | \$0 | \$0 | \$44,818,616 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$16,431,053 | | \$328,443 | \$16,759,496 |
| Classified Salaries (2000-2999) | \$4,171,037 | \$81,213 | \$30,585 | \$4,282,835 |
| Employee Benefits (3000-3999) | \$6,678,941 | \$24,967 | \$75,158 | \$6,779,066 |
| Books and Supplies (4000-4999) | \$1,157,966 | | | \$1,157,966 |
| Services, Other Operating Expenses (5000-5999) | \$3,942,455 | | | \$3,942,455 |
| Capital Outlay (6000-6999) | \$2,514,073 | | | \$2,514,073 |
| Other Outgo (7100-7299) (7400-7499) | \$960,000 | | | \$960,000 |
| Direct Support/Indirect Cost (7300-7399) | -\$546,771 | | | -\$546,771 |
| Other Adjustments | | | | \$0 |
| TOTAL EXPENDITURES | \$35,308,754 | \$106,180 | \$434,186 | \$35,849,120 |
| OPERATING SURPLUS (DEFICIT) | \$9,509,862 | -\$106,180 | -\$434,186 | \$8,969,496 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | | | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | | | \$53,908 |
| CONTRIBUTIONS (8980-8999) | -\$8,560,779 | -\$68,351 | -\$67,815 | -\$8,696,945 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$949,083 | -\$174,531 | -\$502,001 | \$272,551 |
| | | | | |
| BEGINNING BALANCE | \$6,912,505 | | | \$6,912,505 |
| Prior-Year Adjustments/Restatements (9793/9795) | | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$7,861,588 | -\$174,531 | -\$502,001 | \$7,185,056 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Nonspendable | \$42,911 | | | \$42,911 |
| Restricted | \$0 | | | \$0 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$1,750,000 | | | \$1,750,000 |
| Unappropriated Amounts (9790) | \$6,068,677 | -\$174,531 | -\$502,001 | \$5,392,145 |

*Other revisions = other units' benefit package settlement

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Enter Bargaining Unit: CSEA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|---|--|-----------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$0 | | | \$0 |
| Remaining Revenues (8100-8799) | \$12,306,585 | | | \$12,306,585 |
| TOTAL REVENUES | \$12,306,585 | \$0 | \$0 | \$12,306,585 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$4,165,340 | | \$54,106 | \$4,219,446 |
| Classified Salaries (2000-2999) | \$4,287,813 | \$52,269 | \$2,201 | \$4,342,283 |
| Employee Benefits (3000-3999) | \$5,548,667 | \$16,082 | \$11,508 | \$5,576,257 |
| Books and Supplies (4000-4999) | \$3,577,115 | | | \$3,577,115 |
| Services, Other Operating Expenses (5000-5999) | \$3,699,432 | | | \$3,699,432 |
| Capital Outlay (6000-6999) | \$714,979 | | | \$714,979 |
| Other Outgo (7100-7299) (7400-7499) | \$338,500 | | | \$338,500 |
| Direct Support/Indirect Cost (7300-7399) | \$380,674 | | | \$380,674 |
| Other Adjustments | | | | \$0 |
| TOTAL EXPENDITURES | \$22,712,520 | \$68,351 | \$67,815 | \$22,848,686 |
| OPERATING SURPLUS (DEFICIT) | -\$10,405,935 | -\$68,351 | -\$67,815 | -\$10,542,101 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | | | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | | | \$0 |
| CONTRIBUTIONS (8980-8999) | \$8,560,779 | \$68,351 | \$67,815 | \$8,696,945 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,845,156 | \$0 | \$0 | -\$1,845,156 |
| | | | | |
| BEGINNING BALANCE | \$2,690,921 | | | \$2,690,921 |
| Prior-Year Adjustments/Restatements (9793/9795) | | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$845,765 | \$0 | \$0 | \$845,765 |
| COMPONENTS OF ENDING BALANCE: | | | | |
| Nonspendable | \$0 | | | \$0 |
| Restricted | \$845,765 | | | \$845,765 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$0 | | | \$0 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Enter Bargaining Unit: CSEA

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|-----------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$0 | \$0 | \$43,138,232 |
| Remaining Revenues (8100-8799) | \$13,986,969 | \$0 | \$0 | \$13,986,969 |
| TOTAL REVENUES | \$57,125,201 | \$0 | \$0 | \$57,125,201 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$20,596,393 | \$0 | \$382,549 | \$20,978,942 |
| Classified Salaries (2000-2999) | \$8,458,850 | \$133,482 | \$32,786 | \$8,625,118 |
| Employee Benefits (3000-3999) | \$12,227,608 | \$41,049 | \$86,666 | \$12,355,323 |
| Books and Supplies (4000-4999) | \$4,735,081 | \$0 | \$0 | \$4,735,081 |
| Services, Other Operating Expenses (5000-5999) | \$7,641,887 | \$0 | \$0 | \$7,641,887 |
| Capital Outlay (6000-6999) | \$3,229,052 | \$0 | \$0 | \$3,229,052 |
| Other Outgo (7100-7299) (7400-7499) | \$1,298,500 | \$0 | \$0 | \$1,298,500 |
| Direct Support/Indirect Cost (7300-7399) | -\$166,097 | \$0 | \$0 | -\$166,097 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$58,021,274 | \$174,531 | \$502,001 | \$58,697,806 |
| OPERATING SURPLUS (DEFICIT) | -\$896,073 | -\$174,531 | -\$502,001 | -\$1,572,605 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$0 | \$0 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$0 | \$0 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$896,073 | -\$174,531 | -\$502,001 | -\$1,572,605 |
| BEGINNING BALANCE | \$9,603,426 | | | \$9,603,426 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$8,707,353 | -\$174,531 | -\$502,001 | \$8,030,821 |
| COMPONENTS OF ENDING BALANCE: | \$0 | | | |
| Nonspendable | \$0 | | | \$0 |
| Restricted | \$845,765 | | | \$845,765 |
| Committed/Assigned | \$0 | | | \$0 |
| Reserved for Economic Uncertainties (9770) | \$1,750,000 | \$0 | \$0 | \$1,750,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | -\$174,531 | -\$502,001 | \$4,715,613 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 | \$0 |
| Reserve for Economic Uncertainties Percentage | 3.0% | | | 3.0% |

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Cafeteria Fund****Enter Bargaining Unit: CSEA**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|--|--|------------------------|---|
| | Latest Board - Approved Budget Before Settlement (As of 3/17/21) | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| Revenue Limit Sources (8010-8099) | \$0 | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$2,158,960 | \$0 | \$0 | \$2,158,960 |
| TOTAL REVENUES | \$2,158,960 | \$0 | \$0 | \$2,158,960 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$0 | \$0 | \$0 | \$0 |
| Classified Salaries (2000-2999) | \$671,935 | \$8,833 | \$1,477 | \$682,245 |
| Employee Benefits (3000-3999) | \$353,758 | \$2,717 | \$454 | \$356,929 |
| Books and Supplies (4000-4999) | \$811,255 | \$0 | \$0 | \$811,255 |
| Services, Other Operating Expenses (5000-5999) | \$94,108 | \$0 | \$0 | \$94,108 |
| Capital Outlay (6000-6999) | \$70,000 | \$0 | \$0 | \$70,000 |
| Other Outgo (7100-7299) (7400-7499) | \$0 | \$0 | \$0 | \$0 |
| Direct Support/Indirect Cost (7300-7399) | \$94,072 | \$0 | \$0 | \$94,072 |
| Other Adjustments | \$0 | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$2,095,128 | \$11,550 | \$1,931 | \$2,108,609 |
| OPERATING SURPLUS (DEFICIT) | \$63,832 | \$0 | \$0 | \$63,832 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | \$0 | \$0 | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$63,832 | \$0 | \$0 | \$63,832 |
| | | | | |
| BEGINNING BALANCE | \$0 | | | \$0 |
| Prior-Year Adjustments/Restatements (9793/9795) | \$0 | | | \$0 |
| CURRENT-YEAR ENDING BALANCE | \$63,832 | \$0 | \$0 | \$63,832 |
| COMPONENTS OF ENDING BALANCE: | | \$0 | \$0 | \$0 |
| Reserved Amounts (9711-9740) | \$63,832 | \$0 | \$0 | \$63,832 |
| Reserved for Economic Uncertainties (9770) | \$0 | \$0 | \$0 | \$0 |
| Board Designated Amounts (9775-9780) | \$0 | \$0 | \$0 | \$0 |
| Unappropriated Amounts (9790) | \$0 | \$0 | \$0 | \$0 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Unrestricted General Fund

Enter Bargaining Unit: CSEA

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|--|---|--|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$45,099,897 | \$45,418,106 |
| Remaining Revenues (8100-8799) | \$1,680,384 | \$1,306,685 | \$1,306,685 |
| TOTAL REVENUES | \$44,818,616 | \$46,406,582 | \$46,724,791 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$16,759,496 | \$17,613,729 | \$17,855,263 |
| Classified Salaries (2000-2999) | \$4,282,835 | \$5,193,467 | \$5,298,578 |
| Employee Benefits (3000-3999) | \$6,779,066 | \$7,554,413 | \$8,054,691 |
| Books and Supplies (4000-4999) | \$1,157,966 | \$1,262,466 | \$1,262,466 |
| Services, Other Operating Expenses (5000-5999) | \$3,942,455 | \$3,910,955 | \$3,910,955 |
| Capital Outlay (6000-6999) | \$2,514,073 | \$30,000 | \$30,000 |
| Other Outgo (7100-7299) (7400-7499) | \$960,000 | \$960,000 | \$960,000 |
| Direct Support/Indirect Cost (7300-7399) | -\$546,771 | -\$391,131 | -\$391,131 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$35,849,120 | \$36,133,899 | \$36,980,822 |
| OPERATING SURPLUS (DEFICIT) | \$8,969,496 | \$10,272,683 | \$9,743,969 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$53,908 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$53,908 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | -\$8,696,945 | -\$9,360,707 | -\$9,857,719 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$272,551 | \$911,976 | -\$113,750 |
| | | | |
| BEGINNING BALANCE | \$6,912,505 | \$7,185,056 | \$8,097,032 |
| CURRENT-YEAR ENDING BALANCE | \$7,185,056 | \$8,097,032 | \$7,983,282 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$42,911 | \$42,911 | \$42,911 |
| Restricted | \$0 | \$0 | \$0 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties - Unrestricted (9770) | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Restricted General Fund

Enter Bargaining Unit: **CSEA**

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|---------------------------------------|--|---|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$0 | \$0 | \$0 |
| Remaining Revenues (8100-8799) | \$12,306,585 | \$7,634,011 | \$7,634,959 |
| TOTAL REVENUES | \$12,306,585 | \$7,634,011 | \$7,634,959 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$4,219,446 | \$3,930,768 | \$3,694,836 |
| Classified Salaries (2000-2999) | \$4,342,283 | \$3,459,275 | \$3,513,726 |
| Employee Benefits (3000-3999) | \$5,576,257 | \$5,930,904 | \$6,192,867 |
| Books and Supplies (4000-4999) | \$3,577,115 | \$815,656 | \$789,382 |
| Services, Other Operating Expenses (5000-5999) | \$3,699,432 | \$2,285,940 | \$2,473,464 |
| Capital Outlay (6000-6999) | \$714,979 | \$116,218 | \$116,218 |
| Other Outgo (7100-7299) (7400-7499) | \$338,500 | \$338,500 | \$338,500 |
| Direct Support/Indirect Cost (7300-7399) | \$380,674 | \$225,034 | \$225,034 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$22,848,686 | \$17,102,295 | \$17,344,027 |
| OPERATING SURPLUS (DEFICIT) | -\$10,542,101 | -\$9,468,284 | -\$9,709,068 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$0 | \$0 | \$0 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$0 | \$0 | \$0 |
| CONTRIBUTIONS (8980-8999) | \$8,696,945 | \$9,360,707 | \$9,857,719 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,845,156 | \$148,651 | \$148,651 |
| | | | |
| BEGINNING BALANCE | \$2,690,921 | \$845,765 | \$994,416 |
| CURRENT-YEAR ENDING BALANCE | \$845,765 | \$994,416 | \$1,143,067 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$0 | \$15,873 | \$15,873 |
| Restricted | \$845,765 | \$994,416 | \$1,143,067 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties - Restricted (9770) | \$0 | \$0 | \$0 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 |

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS

Combined General Fund

Enter Bargaining Unit: **CSEA**

| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|---|---------------------------------------|--|---|
| REVENUES | | | |
| Revenue Limit Sources (8010-8099) | \$43,138,232 | \$45,099,897 | \$45,418,106 |
| Remaining Revenues (8100-8799) | \$13,986,969 | \$8,940,696 | \$8,941,644 |
| TOTAL REVENUES | \$57,125,201 | \$54,040,593 | \$54,359,750 |
| EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$20,978,942 | \$21,544,497 | \$21,550,099 |
| Classified Salaries (2000-2999) | \$8,625,118 | \$8,652,742 | \$8,812,304 |
| Employee Benefits (3000-3999) | \$12,355,323 | \$13,485,317 | \$14,247,558 |
| Books and Supplies (4000-4999) | \$4,735,081 | \$2,078,122 | \$2,051,848 |
| Services, Other Operating Expenses (5000-5999) | \$7,641,887 | \$6,196,895 | \$6,384,419 |
| Capital Outlay (6000-6999) | \$3,229,052 | \$146,218 | \$146,218 |
| Other Outgo (7100-7299) (7400-7499) | \$1,298,500 | \$1,298,500 | \$1,298,500 |
| Direct Support/Indirect Cost (7300-7399) | -\$166,097 | -\$166,097 | -\$166,097 |
| Other Adjustments | \$0 | \$0 | \$0 |
| TOTAL EXPENDITURES | \$58,697,806 | \$53,236,194 | \$54,324,849 |
| OPERATING SURPLUS (DEFICIT) | -\$1,572,605 | \$804,399 | \$34,901 |
| TRANSFERS IN & OTHER SOURCES (8910-8979) | \$53,908 | \$53,908 | \$53,908 |
| TRANSFERS OUT & OTHER USES (7610-7699) | \$53,908 | \$53,908 | \$53,908 |
| CONTRIBUTIONS (8980-8999) | \$0 | \$0 | \$0 |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | -\$1,572,605 | \$1,060,627 | \$34,901 |
| | | | |
| BEGINNING BALANCE | \$9,603,426 | \$8,030,821 | \$9,091,448 |
| CURRENT-YEAR ENDING BALANCE | \$8,030,821 | \$9,091,448 | \$9,126,349 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable | \$42,911 | \$58,784 | \$58,784 |
| Restricted | \$845,765 | \$994,416 | \$1,143,067 |
| Committed/Assigned | \$0 | \$0 | \$0 |
| Reserved for Economic Uncertainties | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| Unappropriated Amounts - Unrestricted (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |
| Unappropriated Amounts - Restricted (9790) | \$0 | \$0 | \$0 |

J. IMPACT OF PROPOSED AGREEMENT ON UNRESTRICTED RESERVES

1. State Reserve Standard

| | | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
|----|---|---------------------------------------|--|---|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | \$58,751,714 | \$53,290,102 | \$54,378,757 |
| b. | State Standard Minimum Reserve Percentage for this District enter percentage: | 3% | 3% | 3% |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, OR \$50,000 | \$1,762,551 | \$1,598,703 | \$1,631,363 |

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

| | | | | |
|----|--|-------------|--------------|--------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9770) | \$1,750,000 | \$1,550,000 | \$1,600,000 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$5,392,145 | \$6,504,121 | \$6,340,371 |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9770) | \$0 | \$0 | \$0 |
| d. | Special Reserve Fund (Fund 17) Budgeted Unappropriate Amount (9790) | \$2,409,714 | \$2,409,714 | \$2,409,714 |
| g. | Total Available Reserves | \$9,551,859 | \$10,463,835 | \$10,350,085 |
| h. | Reserve for Economic Uncertainties Percentage | 16.3% | 19.6% | 19.0% |

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

| | | | | |
|----|-----|-------------------------------------|----|--------------------------|
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

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

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

6. Please include any additional comments and explanation of Page 4 if necessary:

K. SALARY NOTIFICATION REQUIREMENT

The following section is applicable and should be completed when any Salary/Benefit Negotiations are settled after the district's final budget has been adopted.

| | | | |
|----|--|-----------|-------------|
| a. | Current-Year LCFF per ADA | \$ 10,482 | (Estimated) |
| b. | Prior-Year LCFF per ADA | \$ 10,450 | (Actual) |
| c. | Amount of Current-Year Increase (a minus b) | \$ 32 | |
| d. | Percentage Increase in LCFF per ADA (c divided by b) | 0.31% | |
| e. | Total Compensation Percentage Increase from Page 1 for current year (Year 1) | 1.76% | |
| f. | Proposed agreement is within/exceeds change in LCFF Funding | Exceeds | |
| | | | |

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF COLLECTIVE BARGAINING AGREEMENT

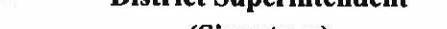
The disclosure document must be signed by the District Superintendent and Chief Business Officer at the time of public disclosure.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Officer of the Center Joint Unified School District, hereby certify that the District can meet the costs incurred under the Collective Bargaining Agreement between the District and the CSEA Bargaining Unit, during the term of the agreement from 7/1/20 to 6/30/22 (Salary) and 12/31/22 (Benefits).

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

| Budget Adjustment Categories: | Budget Adjustment Increase (Decrease) |
|------------------------------------|--|
| Revenues/Other Financing Sources | - |
| Expenditures/Other Financing Uses | 646,555 |
| Ending Balance Increase (Decrease) | (646,555) |

N/A (No budget revisions necessary)


District Superintendent
(Signature)

3/31/21
Date



Chief Business Officer
(Signature)

3/31/21
Date

M. CERTIFICATION NO. 2

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

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent
(Signature)

Date

Lisa Coronado
Contact Person

(916) 338-6400
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on 4/21/21 took action to approve the proposed Agreement with the Bargaining Unit.

President or Clerk of Governing Board
(Signature)

Date

**Tentative Agreement
between
Center Joint Unified School District ("District")
and**

**California School Employees Association and its Center Chapter No. 610 ("CSEA")
2020-2021 and 2021-2022 School Years**

TA 3/12/21
Mari Sluggins
Paul Sluggins
cm

The parties have reached the following tentative agreement to conclude negotiations on wages and benefits for the 2020-2021 and 2021-2022 school years. The parties agree as follows:

1. Article XIX- Wages

2020-21 Salary

The classified salary schedule will be increased by two percent (2.0%) using the 2019-20 schedule as a baseline. The salary increase will be retroactive to July 1, 2020 and shall commence within 60 days of Board approval of this agreement. Salary ranges on the classified salary schedule that were below the 2021 minimum wage as of July 2020 will be excluded from the 2% increase.

2021-22 Salary

The classified salary schedule will be increased by two percent (2.0%) using the 2020-21 schedule as a baseline. Salary ranges on the classified salary schedule that are below the 2022 minimum wage (\$15.00 per hour) as of July 2021 will be included in the 2% increase for the 2021-2022 school year, and will further increase to \$15.00 per hour beginning January 1, 2022.

2021-22 Stipends (Effective July 1, 2021)

Any employee with the following educational degree from an accredited institution shall receive the corresponding annual stipend paid over their working months. Employees will be paid for only the highest educational stipend except both a Ed.D/Ph.D and Master's stipend will be paid.

Ed.D/Ph.D \$1000

Master's Degree \$750

Bachelor's Degree \$500

Associate's Degree \$250

Employees working in the classifications of Groundskeeper, Maintenance Worker, or Maintenance Worker/HVAC will receive a stipend of \$250 paid over their working months if they hold any of the certifications listed in the CSEA and CJUSD Collective Bargaining Agreement.

2. Article XX- Health and Welfare Benefits

2021-22 Benefits

Beginning with the 2022 benefit plan year, the District shall pay \$675 toward each employee-only medical plan. The District's contribution to health savings accounts shall be adjusted for each HDHP plan so the combined HDHP and HSA contributions do not exceed \$675 per month.

The parties agree this tentative agreement is subject to ratification by the unit and approval by the Board. Tentatively agreed on March 12, 2021.

FOR CSEA

marie huggins

cesar mata

FOR DISTRICT

Daniel Korman

CENTER JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED HOURLY WAGE SCHEDULE

APPENDIX B

2020-2021

current

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 10 | STEP 15 |
|-----|---------|---------|---------|---------|---------|---------|---------|---------|
| NDA | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.49 | \$14.92 | \$15.37 |
| E | \$14.00 | \$14.00 | \$14.13 | \$14.84 | \$15.58 | \$16.37 | \$16.86 | \$17.37 |
| F | \$14.00 | \$14.00 | \$14.50 | \$15.22 | \$15.99 | \$16.78 | \$17.28 | \$17.80 |
| G | \$14.00 | \$14.14 | \$14.85 | \$15.59 | \$16.39 | \$17.20 | \$17.72 | \$18.25 |
| H | \$14.00 | \$14.50 | \$15.22 | \$15.99 | \$16.78 | \$17.61 | \$18.14 | \$18.68 |
| I | \$14.16 | \$14.87 | \$15.61 | \$16.41 | \$17.22 | \$18.08 | \$18.62 | \$19.18 |
| J | \$14.51 | \$15.23 | \$16.00 | \$16.80 | \$17.63 | \$18.52 | \$19.08 | \$19.65 |
| K | \$14.87 | \$15.61 | \$16.41 | \$17.22 | \$18.08 | \$18.97 | \$19.54 | \$20.13 |
| L | \$15.25 | \$16.02 | \$16.82 | \$17.65 | \$18.54 | \$19.47 | \$20.05 | \$20.65 |
| M | \$15.61 | \$16.41 | \$17.22 | \$18.08 | \$18.97 | \$19.93 | \$20.53 | \$21.15 |
| N | \$16.02 | \$16.82 | \$17.65 | \$18.54 | \$19.47 | \$20.44 | \$21.05 | \$21.68 |
| O | \$16.43 | \$17.25 | \$18.12 | \$19.02 | \$19.98 | \$20.98 | \$21.61 | \$22.26 |
| P | \$16.83 | \$17.67 | \$18.57 | \$19.50 | \$20.47 | \$21.50 | \$22.15 | \$22.81 |
| Q | \$17.25 | \$18.12 | \$19.02 | \$19.98 | \$20.98 | \$22.03 | \$22.69 | \$23.37 |
| R | \$17.70 | \$18.59 | \$19.52 | \$20.49 | \$21.52 | \$22.59 | \$23.27 | \$23.97 |
| S | \$18.15 | \$19.08 | \$20.01 | \$21.01 | \$22.07 | \$23.18 | \$23.88 | \$24.60 |
| T | \$18.61 | \$19.54 | \$20.51 | \$21.54 | \$22.61 | \$23.74 | \$24.45 | \$25.18 |
| U | \$19.07 | \$20.02 | \$21.02 | \$22.08 | \$23.19 | \$24.35 | \$25.08 | \$25.83 |
| V | \$19.55 | \$20.53 | \$21.56 | \$22.63 | \$23.76 | \$24.96 | \$25.71 | \$26.48 |
| W | \$20.05 | \$21.05 | \$22.11 | \$23.22 | \$24.38 | \$25.61 | \$26.38 | \$27.17 |
| X | \$20.55 | \$21.58 | \$22.66 | \$23.78 | \$24.98 | \$26.22 | \$27.01 | \$27.82 |
| Y | \$30.99 | \$32.55 | \$34.18 | \$35.87 | \$37.68 | \$39.56 | \$40.75 | \$41.97 |
| X1 | \$22.39 | \$23.51 | \$24.68 | \$25.91 | \$27.21 | \$28.57 | \$29.43 | \$30.31 |
| BS2 | \$35.87 | \$37.68 | \$39.56 | \$41.54 | \$43.62 | \$45.80 | \$47.17 | \$48.59 |
| OT | \$50.00 | \$52.50 | \$55.13 | \$57.89 | \$60.78 | \$63.82 | \$65.73 | \$67.70 |

| VACATION | |
|----------------|---------|
| 1 to 3 years | 12 days |
| 4 to 8 years | 15 days |
| 9 to 12 years | 18 days |
| 13 to 19 years | 20 days |
| 20 + years | 22 days |

| DEGREE | |
|--------------|----------|
| MA: | \$500.00 |
| Ed.D./Ph.D.: | \$750.00 |

Approved by Board March 20, 2019
Updated 1/1/21 to reflect increase in minimum wage law

CENTER JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED HOURLY WAGE SCHEDULE
APPENDIX B
2020-2021 (with proposed 2% increase, \$14.00 excluded)

T/A 3/12/2021
Marie Sluggs
David Sluggs
cm

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 10 | STEP 15 |
|-----|---------|---------|---------|---------|---------|---------|---------|---------|
| NDA | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.00 | \$14.78 | \$15.22 | \$15.68 |
| E | \$14.00 | \$14.00 | \$14.41 | \$15.14 | \$15.89 | \$16.70 | \$17.20 | \$17.72 |
| F | \$14.00 | \$14.00 | \$14.79 | \$15.52 | \$16.31 | \$17.12 | \$17.63 | \$18.16 |
| G | \$14.00 | \$14.42 | \$15.15 | \$15.90 | \$16.72 | \$17.54 | \$18.07 | \$18.62 |
| H | \$14.00 | \$14.79 | \$15.52 | \$16.31 | \$17.12 | \$17.96 | \$18.50 | \$19.05 |
| I | \$14.44 | \$15.17 | \$15.92 | \$16.74 | \$17.56 | \$18.44 | \$18.99 | \$19.56 |
| J | \$14.80 | \$15.53 | \$16.32 | \$17.14 | \$17.98 | \$18.89 | \$19.46 | \$20.04 |
| K | \$15.17 | \$15.92 | \$16.74 | \$17.56 | \$18.44 | \$19.35 | \$19.93 | \$20.53 |
| L | \$15.56 | \$16.34 | \$17.16 | \$18.00 | \$18.91 | \$19.86 | \$20.45 | \$21.06 |
| M | \$15.92 | \$16.74 | \$17.56 | \$18.44 | \$19.35 | \$20.33 | \$20.94 | \$21.57 |
| N | \$16.34 | \$17.16 | \$18.00 | \$18.91 | \$19.86 | \$20.85 | \$21.47 | \$22.11 |
| O | \$16.76 | \$17.60 | \$18.48 | \$19.40 | \$20.38 | \$21.40 | \$22.04 | \$22.71 |
| P | \$17.17 | \$18.02 | \$18.94 | \$19.89 | \$20.88 | \$21.93 | \$22.59 | \$23.27 |
| Q | \$17.60 | \$18.48 | \$19.40 | \$20.38 | \$21.40 | \$22.47 | \$23.14 | \$23.84 |
| R | \$18.05 | \$18.96 | \$19.91 | \$20.90 | \$21.95 | \$23.04 | \$23.74 | \$24.45 |
| S | \$18.51 | \$19.44 | \$20.41 | \$21.43 | \$22.51 | \$23.64 | \$24.36 | \$25.09 |
| T | \$18.98 | \$19.93 | \$20.92 | \$21.97 | \$23.06 | \$24.21 | \$24.94 | \$25.68 |
| U | \$19.45 | \$20.42 | \$21.44 | \$22.52 | \$23.65 | \$24.84 | \$25.58 | \$26.35 |
| V | \$19.94 | \$20.94 | \$21.99 | \$23.08 | \$24.24 | \$25.46 | \$26.22 | \$27.01 |
| W | \$20.45 | \$21.47 | \$22.55 | \$23.68 | \$24.87 | \$26.12 | \$26.91 | \$27.71 |
| X | \$20.96 | \$22.01 | \$23.11 | \$24.26 | \$25.48 | \$26.74 | \$27.55 | \$28.38 |
| Y | \$31.61 | \$33.20 | \$34.86 | \$36.59 | \$38.43 | \$40.35 | \$41.57 | \$42.81 |
| X1 | \$22.84 | \$23.98 | \$25.17 | \$26.43 | \$27.75 | \$29.14 | \$30.02 | \$30.92 |
| BS2 | \$36.59 | \$38.43 | \$40.35 | \$42.37 | \$44.49 | \$46.72 | \$48.11 | \$49.56 |
| OT | \$51.00 | \$53.55 | \$56.23 | \$59.05 | \$62.00 | \$65.10 | \$67.04 | \$69.05 |

| VACATION | |
|----------------|---------|
| 1 to 3 years | 12 days |
| 4 to 8 years | 15 days |
| 9 to 12 years | 18 days |
| 13 to 19 years | 20 days |
| 20 + years | 22 days |

| DEGREE | |
|--------------|----------|
| MA: | \$500.00 |
| Ed.D./Ph.D.: | \$750.00 |

PROPOSED SALARY SCHEDULE FOR 2020-2021

CENTER JOINT UNIFIED SCHOOL DISTRICT
CLASSIFIED HOURLY WAGE SCHEDULE
APPENDIX B

2021-2022 (2% increase, after 2% increase added to original 2020-2021 schedule)

T.A. 3/12/21
David Quinn
Mari Huggins
cm

| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 10 | STEP 15 |
|-----|---------|---------|---------|---------|---------|---------|---------|---------|
| NDA | \$14.28 | \$14.28 | \$14.28 | \$14.28 | \$14.28 | \$15.08 | \$15.52 | \$15.99 |
| E | \$14.28 | \$14.28 | \$14.70 | \$15.44 | \$16.21 | \$17.03 | \$17.54 | \$18.07 |
| F | \$14.28 | \$14.28 | \$15.09 | \$15.83 | \$16.64 | \$17.46 | \$17.98 | \$18.52 |
| G | \$14.28 | \$14.71 | \$15.45 | \$16.22 | \$17.05 | \$17.89 | \$18.44 | \$18.99 |
| H | \$14.28 | \$15.09 | \$15.83 | \$16.64 | \$17.46 | \$18.32 | \$18.87 | \$19.43 |
| I | \$14.73 | \$15.47 | \$16.24 | \$17.07 | \$17.92 | \$18.81 | \$19.37 | \$19.95 |
| J | \$15.10 | \$15.85 | \$16.65 | \$17.48 | \$18.34 | \$19.27 | \$19.85 | \$20.44 |
| K | \$15.47 | \$16.24 | \$17.07 | \$17.92 | \$18.81 | \$19.74 | \$20.33 | \$20.94 |
| L | \$15.87 | \$16.67 | \$17.50 | \$18.36 | \$19.29 | \$20.26 | \$20.86 | \$21.48 |
| M | \$16.24 | \$17.07 | \$17.92 | \$18.81 | \$19.74 | \$20.74 | \$21.36 | \$22.00 |
| N | \$16.67 | \$17.50 | \$18.36 | \$19.29 | \$20.26 | \$21.27 | \$21.90 | \$22.56 |
| O | \$17.09 | \$17.95 | \$18.85 | \$19.79 | \$20.79 | \$21.83 | \$22.48 | \$23.16 |
| P | \$17.51 | \$18.38 | \$19.32 | \$20.29 | \$21.30 | \$22.37 | \$23.04 | \$23.73 |
| Q | \$17.95 | \$18.85 | \$19.79 | \$20.79 | \$21.83 | \$22.92 | \$23.61 | \$24.31 |
| R | \$18.42 | \$19.34 | \$20.31 | \$21.32 | \$22.39 | \$23.50 | \$24.21 | \$24.94 |
| S | \$18.88 | \$19.83 | \$20.82 | \$21.86 | \$22.96 | \$24.12 | \$24.84 | \$25.59 |
| T | \$19.36 | \$20.33 | \$21.34 | \$22.41 | \$23.52 | \$24.70 | \$25.44 | \$26.20 |
| U | \$19.84 | \$20.83 | \$21.87 | \$22.97 | \$24.13 | \$25.33 | \$26.09 | \$26.87 |
| V | \$20.34 | \$21.36 | \$22.43 | \$23.54 | \$24.72 | \$25.97 | \$26.75 | \$27.55 |
| W | \$20.86 | \$21.90 | \$23.00 | \$24.16 | \$25.36 | \$26.64 | \$27.45 | \$28.27 |
| X | \$21.38 | \$22.45 | \$23.58 | \$24.74 | \$25.99 | \$27.28 | \$28.10 | \$28.94 |
| Y | \$32.24 | \$33.87 | \$35.56 | \$37.32 | \$39.20 | \$41.16 | \$42.40 | \$43.67 |
| X1 | \$23.29 | \$24.48 | \$25.68 | \$26.96 | \$28.31 | \$29.72 | \$30.82 | \$31.53 |
| BS2 | \$37.32 | \$39.20 | \$41.16 | \$43.22 | \$45.38 | \$47.65 | \$49.08 | \$50.55 |
| OT | \$52.02 | \$54.62 | \$57.36 | \$60.23 | \$63.24 | \$66.40 | \$68.39 | \$70.44 |

| VACATION | | DEGREE | |
|----------------|---------|-------------|------------|
| 1 to 3 years | 12 days | Associates | \$250.00 |
| 4 to 8 years | 15 days | Bachelors | \$500.00 |
| 9 to 12 years | 18 days | Masters | \$750.00 |
| 13 to 19 years | 20 days | Ed.D./Ph.D. | \$1,000.00 |
| 20 + years | 22 days | | |

PROPOSED SALARY SCHEDULE FOR 2021-2022

| Account classifications selected | | | | | | | | Field ranges selected | | | |
|----------------------------------|----|------|---|------|-----|------|------|-----------------------|-----|----|-------|
| | FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | FI | RANGE |
| 1. | - | - | - | - | - | - | - | - | - | | |
| 2. | - | - | - | - | - | - | - | - | - | | |
| 3. | - | - | - | - | - | - | - | - | - | | |
| 4. | - | - | - | - | - | - | - | - | - | | |
| 5. | - | - | - | - | - | - | - | - | - | | |
| 6. | - | - | - | - | - | - | - | - | - | | |
| 7. | - | - | - | - | - | - | - | - | - | | |
| 8. | - | - | - | - | - | - | - | - | - | | |
| 9. | - | - | - | - | - | - | - | - | - | | |
| 10. | - | - | - | - | - | - | - | - | - | | |

Primary sort/rollup levels: FD
Income summary level: 4
Expense summary level: 4
Data source: GLSTEX Standard Extract
Report template: /var/opt/qss/ce/data/CTFAR300: 09/05/2014 16:34:27
Budget type: W Working
Include budget transfers: N
GL Transactions: A Approved Only
Exclude Pre-encumbrances: N
Use Reference Values: N
Restricted Fld Nbr: 02 RESOURCE
Separation Option: No Separation of Restricted and UnRestricted
Extraction Type: Restricted and UnRestricted
Report prepared: 04/09/2021 07:03:17

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | Used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 4,913,894.85 | 3,311,447.86 | 3,311,447.86 | 0.00 | 8,225,342.71 | |
| 9130 REVOLVING CASH ACCOUNT | 10,000.00 | 0.00 | 0.00 | 0.00 | 10,000.00 | |
| 9200 ACCOUNTS RECEIVABLE | 3,308,659.67 | 2,703,912.18 | 2,703,912.18 | 0.00 | 604,747.49 | |
| 9210 ACCOUNTS RECEIVABLE - ADVANCES | 0.00 | 172.85 | 172.85 | 0.00 | 172.85 | |
| 9290 DUE FROM OTHER GOVERNMENTS | 5,968,739.00 | 5,968,739.00 | 5,968,739.00 | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 4,463.07 | 3,944.61 | 3,944.61 | 0.00 | 518.46 | |
| 9320 STORES | 22,784.41 | 8,039.03 | 8,039.03 | 0.00 | 14,745.38 | |
| 9330 PREPAID EXPENDITURES | 3,200.00 | 3,200.00 | 3,200.00 | 0.00 | 0.00 | |
| 9500 OTHER CURRENT LIABILITIES | 2,124.93 | 2,124.93 | 2,124.93 | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 722,523.09 | 722,523.09 | 722,523.09 | 0.00 | 0.00 | |
| 9511 RETIREE MEDICAL BENEFITS | 41,731.93 | 94,732.53 | 94,732.53 | 0.00 | 53,000.60 | |
| 9512 SUMMER ASSISTANCE PROGRAM | 18,779.55 | 79,181.32 | 79,181.32 | 0.00 | 97,960.87 | |
| 9515 ACCRUED PAYROLL | 88,837.87 | 88,837.87 | 88,837.87 | 0.00 | 0.00 | |
| 9539 Flex Spending Account | 133.45 | 21,664.77 | 21,664.77 | 0.00 | 21,531.32 | |
| 9550 EMPLOYER PERS | 92,491.81 | 78,076.35 | 78,076.35 | 0.00 | 14,415.46 | |
| 9551 EMPLOYER OASDI | 20,882.66 | 13,708.91 | 13,708.91 | 0.00 | 7,173.75 | |
| 9552 EMPLOYER H/W | 1,157,601.28 | 938,306.47 | 938,306.47 | 0.00 | 219,294.81 | |
| 9554 Deferred Pay | 857,078.56 | 586,770.67 | 586,770.67 | 0.00 | 1,443,849.23 | |
| 9555 EMPLOYER MEDICARE | 27,596.52 | 27,356.54 | 27,356.54 | 0.00 | 239.98 | |
| 9557 EMPLOYER State Unemploy Insura | 251.75 | 1,638.83 | 1,638.83 | 0.00 | 1,890.58 | |
| 9558 EMPLOYER WORKERS COMPENSATION | 225,103.84 | 121,296.27 | 121,296.27 | 0.00 | 103,807.57 | |
| 9559 EMPLOYER STRS | 281,738.40 | 256,450.34 | 256,450.34 | 0.00 | 25,288.06 | |
| 9560 LIABILITY SALES TAX | 3,869.58 | 2,084.49 | 2,084.49 | 0.00 | 1,785.09 | |
| 9590 Due to Grantor Governments | 1,834,653.00 | 1,834,653.00 | 1,834,653.00 | 0.00 | 0.00 | |
| 9592 STRS Excess Refund | 0.00 | 47,008.88 | 47,008.88 | 0.00 | 47,008.88 | |
| 9610 DUE TO OTHER FUNDS | 25,212.58 | 375,212.58 | 375,212.58 | 0.00 | 350,000.00 | |
| 9650 UNEARNED REVENUE | 80,353.77 | 80,353.77 | 80,353.77 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 9,603,934.37 | 2,189,130.86 | 2,189,130.86 | 0.00 | 7,414,803.51 | |
| Current year revenue | | | | | | |
| 8011 LCFF State Aid - Current Year | 25,212,930.00 | 15,520,683.86 | 15,520,683.86 | 0.00 | 9,692,246.14 | 61.6 |
| 8012 Ed Protection Acct | 7,910,647.00 | 6,138,740.00 | 6,138,740.00 | 0.00 | 1,771,907.00 | 77.6 |
| 8019 LCFF State Aid - Prior Year | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 8021 HOMEOWNERS' EXEMPTION | 54,970.00 | 28,388.00 | 28,388.00 | 0.00 | 26,582.00 | 51.6 |
| 8041 SECURED ROLL TAXES | 6,934,426.00 | 3,931,997.05 | 3,931,997.05 | 0.00 | 3,002,428.95 | 56.7 |
| 8042 UNSECURED ROLL TAXES | 190,011.00 | 214,293.60 | 214,293.60 | 0.00 | 24,282.60 | 112.8 |
| 8043 PRIOR YEARS' TAXES | 34,137.00 | 109,782.46 | 109,782.46 | 0.00 | 75,645.46 | 321.6 |
| 8044 SUPPLEMENTAL TAXES | 373,264.00 | 68,439.59 | 68,439.59 | 0.00 | 304,824.41 | 18.3 |
| 8045 EDUCATION REVENUE AUGMENT/ERAF | 2,424,097.00 | 1,674,051.08 | 1,674,051.08 | 0.00 | 750,045.92 | 69.1 |
| 8082 OTHER IN-LIEU TAXES | 2,500.00 | 188.34 | 188.34 | 0.00 | 2,311.66 | 7.5 |
| 8089 NON-REVENUE LIMIT (50%) ADJ | 1,250.00 | 0.00 | 0.00 | 0.00 | 1,250.00 | 0.0 |
| 8181 SPECIAL EDUCATION ENTITLEMENT | 938,609.00 | 0.00 | 0.00 | 0.00 | 938,609.00 | 0.0 |
| 8182 SPECIAL ED DISCRETIONARY GRANT | 73,436.00 | 0.00 | 0.00 | 0.00 | 73,436.00 | 0.0 |
| 8290 OTHER FEDERAL INCOME | 11,133,990.78 | 4,549,203.67 | 4,549,203.67 | 0.00 | 6,584,787.11 | 40.9 |
| 8550 MANDATED COST REIMBURSEMENTS | 171,413.00 | 167,435.00 | 167,435.00 | 0.00 | 3,978.00 | 97.7 |
| 8560 STATE LOTTERY REVENUE | 818,961.00 | 440,186.65 | 440,186.65 | 0.00 | 378,774.35 | 53.7 |
| 8590 ALL OTHER STATE REVENUE | 3,487,565.79 | 971,345.06 | 971,345.06 | 0.00 | 2,516,220.73 | 27.9 |
| 8631 SALE OF EQUIPMENT | 800.00 | 800.00 | 800.00 | 0.00 | 0.00 | 100.0 |
| 8639 OTHER SALES | 500.00 | 0.00 | 0.00 | 0.00 | 500.00 | 0.0 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| 8650 LEASES AND RENTALS | 207,400.00 | 168,612.34 | 168,612.34 | 0.00 | 38,787.66 | 81.3 |
| 8660 INTEREST | 85,000.00 | 22,817.82 | 22,817.82 | 0.00 | 62,182.18 | 26.8 |
| 8675 TRANSPORTATION FEES OUTSIDE | 20,000.00 | 902.55 | 902.55 | 0.00 | 19,097.45 | 4.5 |
| 8677 INTERAGENCY FEES/TRANSPORTATIO | 0.00 | 525.00 | 0.00 | 0.00 | 525.00 | 0.0 |
| 8689 ALL OTHER FEES AND CONTRACTS | 11,500.00 | 11,500.00 | 11,500.00 | 0.00 | 0.00 | 100.0 |
| 8699 OTHER LOCAL INCOME | 608,610.90 | 392,408.50 | 392,408.50 | 0.00 | 216,202.40 | 64.5 |
| 8782 All Other Tranfers from SCOE | 60,000.00 | 8,212.00 | 8,212.00 | 0.00 | 51,788.00 | 13.7 |
| 8792 TRANSFER IN SELPA | 1,290,317.00 | 714,320.00 | 714,320.00 | 0.00 | 575,997.00 | 55.4 |
| 8794 SP ED PRIOR YEAR | 10,000.00 | 53,721.00 | 53,721.00 | 0.00 | 43,721.00 | 537.2 |
| 8795 SPEC ED PROJECT SPECIALIST | 30,250.00 | 0.00 | 0.00 | 0.00 | 30,250.00 | 0.0 |
| 8912 INTFD TRANSFER SPEC RESERVE | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| 8980 ENCROACHMENT UNRESTRICTED | 869.00 | 0.00 | 0.00 | 0.00 | 869.00 | N/A |
| TOTAL Current year revenue | 62,140,149.47 | 35,188,028.57 | 35,188,028.57 | 0.00 | 26,952,120.90 | |
| *TOTAL Beginning balance + Revenue | 71,744,083.84 | 44,791,962.94 | 44,791,962.94 | | | * |
| Expense | | | | | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 16,731,558.10 | 12,990,699.17 | 12,990,699.17 | 3,098,879.09 | 641,979.84 | 96.2 |
| 1102 Teacher Stipend | 305,972.00 | 37,891.39 | 37,891.39 | 0.00 | 268,080.61 | 12.4 |
| 1104 Teacher Substitutes | 305,463.10 | 115,960.64 | 115,960.64 | 0.00 | 189,502.46 | 38.0 |
| 1105 Teachers Extra Hours | 137,789.30 | 127,017.65 | 127,017.65 | 0.00 | 10,771.65 | 92.2 |
| 1200 CERT PUPIL SUPPORT SALARIES | 1,078,766.00 | 793,782.71 | 793,782.71 | 256,096.08 | 28,887.21 | 97.3 |
| 1205 Pupil Support Extra Hours | 24,806.51 | 14,553.08 | 14,553.08 | 0.00 | 10,253.43 | 58.7 |
| 1300 CERT SUPERV & ADMIN SALARIES | 1,800,820.00 | 1,335,132.11 | 1,335,132.11 | 441,377.13 | 24,310.76 | 98.7 |
| 1900 OTHER CERTIFICATED SALARIES | 678,145.60 | 507,050.64 | 507,050.64 | 156,225.00 | 14,869.96 | 97.8 |
| 2100 INSTRUCTIONAL AIDES SALARIES | 2,486,070.00 | 1,821,164.45 | 1,821,164.45 | 445,315.81 | 219,589.74 | 91.2 |
| 2103 IA Extra Duty | 15,141.65 | 4,887.24 | 4,887.24 | 0.00 | 10,254.41 | 32.3 |
| 2104 Instructional Aide Sub | 8,819.67 | 2,598.91 | 2,598.91 | 0.00 | 6,220.76 | 29.5 |
| 2200 CLASSIFIED SUPPORT SALARIES | 3,656,553.13 | 2,420,116.48 | 2,420,116.48 | 627,721.07 | 608,715.58 | 83.4 |
| 2201 Classified Support - Overtime | 31,203.11 | 30,751.76 | 30,751.76 | 0.00 | 451.35 | 98.6 |
| 2203 Class Support Extra Duty | 47,836.29 | 47,069.03 | 47,069.03 | 0.00 | 767.26 | 98.4 |
| 2204 Class Support Sub | 55,997.51 | 47,335.96 | 47,335.96 | 0.00 | 8,661.55 | 84.5 |
| 2300 CLASS SUPERV & ADMIN SALARIES | 530,982.22 | 340,187.62 | 340,187.62 | 114,241.74 | 76,552.86 | 85.6 |
| 2400 Clerical & Office Salaries | 1,942,789.00 | 1,424,482.10 | 1,424,482.10 | 406,317.60 | 111,989.30 | 94.2 |
| 2401 Clerical & Office Overtime | 1,185.73 | 1,411.27 | 1,411.27 | 0.00 | 225.54 | 119.0 |
| 2403 Clerical & Office - Extra Duty | 16,636.00 | 6,179.96 | 6,179.96 | 0.00 | 10,456.04 | 37.1 |
| 2404 Clerical & Office Subs | 6,650.00 | 158.96 | 158.96 | 0.00 | 6,491.04 | 2.4 |
| 2405 Clerical Extra Hours | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 2900 OTHER CLASSIFIED SALARIES | 501,583.74 | 169,737.83 | 169,737.83 | 41,222.71 | 290,623.20 | 42.1 |
| 2903 Other Classified Extra Duty | 1,871.60 | 1,870.61 | 1,870.61 | 0.00 | 0.99 | 99.9 |
| 2904 Other Classified Subs | 1,050.00 | 0.00 | 0.00 | 0.00 | 1,050.00 | 0.0 |
| 3101 STRS CERTIFICATED | 5,480,048.14 | 2,543,263.37 | 2,543,263.37 | 634,786.98 | 2,301,997.79 | 58.0 |
| 3102 STRS CLASSIFIED | 77,615.75 | 39,871.32 | 39,871.32 | 12,756.92 | 24,987.51 | 67.8 |
| 3201 PERS CERTIFICATED | 27,900.00 | 21,351.29 | 21,351.29 | 6,330.39 | 218.32 | 99.2 |
| 3202 PERS CLASSIFIED | 1,709,950.10 | 1,130,268.28 | 1,130,268.28 | 311,184.19 | 268,497.63 | 84.3 |
| 3301 Social Security Certificated | 10,370.00 | 6,917.98 | 6,917.98 | 1,897.24 | 1,554.78 | 85.0 |
| 3302 OASDI CL | 526,541.96 | 350,482.67 | 350,482.67 | 97,328.26 | 78,731.03 | 85.0 |
| 3311 MEDICARE CERTIFICATED | 304,573.81 | 220,538.85 | 220,538.85 | 57,904.48 | 26,130.48 | 91.4 |
| 3312 MEDICARE CLASSIFIED | 129,018.55 | 84,993.18 | 84,993.18 | 23,398.16 | 20,627.21 | 84.0 |
| 3401 HEALTH & WELFARE CERTIFICATED | 1,740,620.94 | 673,061.12 | 673,061.12 | 459,399.42 | 608,160.40 | 65.1 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|---------------|---------------|-------|
| 3402 HEALTH & WELFARE CLASSIFIED | 1,584,849.47 | 1,152,092.47 | 1,152,092.47 | 317,281.92 | 115,475.08 | 92.7 |
| 3501 Unemployment Certificated | 10,836.21 | 7,969.49 | 7,969.49 | 1,978.42 | 888.30 | 91.8 |
| 3502 Unemployment Classified | 4,998.89 | 3,622.88 | 3,622.88 | 822.20 | 553.81 | 88.9 |
| 3601 WORKERS COMP CERTIFICATED | 359,350.93 | 237,931.04 | 237,931.04 | 59,063.80 | 62,356.09 | 82.6 |
| 3602 WORKERS COMP CLASSIFIED | 150,073.68 | 92,003.73 | 92,003.73 | 24,622.87 | 33,447.08 | 77.7 |
| 3701 OPEB, Allocated, Certificated | 176,068.87 | 115,485.37 | 115,485.37 | 25,691.77 | 34,891.73 | 80.2 |
| 3702 OPEB, Allocated, Classified | 223,143.57 | 50,846.29 | 50,846.29 | 10,626.29 | 161,670.99 | 27.5 |
| 3941 Certificated Cash in Lieu | 12,094.00 | 9,151.31 | 9,151.31 | 3,084.27 | 141.58 | 101.2 |
| 3942 Classified Cash in Lieu | 66,188.62 | 44,149.52 | 44,149.52 | 11,742.48 | 10,296.62 | 84.4 |
| 4100 TEXTBOOKS | 115,416.56 | 113,254.16 | 113,254.16 | 0.00 | 2,162.40 | 98.1 |
| 4200 Books other than Textbooks | 42,668.87 | 3,998.59 | 3,998.59 | 3,070.12 | 35,600.16 | 16.6 |
| 4300 SUPPLIES | 3,785,733.56 | 1,691,192.68 | 1,691,192.68 | 406,582.00 | 1,687,958.88 | 55.4 |
| 4340 Fuel/Oil | 67,000.00 | 21,067.98 | 21,067.98 | 0.00 | 45,932.02 | 31.4 |
| 4400 Inventoried Supplies \$500-4999 | 1,005,346.83 | 742,236.08 | 742,236.08 | 73,620.02 | 189,490.73 | 81.2 |
| 4700 FOOD | 40,424.76 | 40,424.76 | 40,424.76 | 0.00 | 0.00 | 100.0 |
| 5200 Travel & Conference, Training | 279,913.65 | 20,405.94 | 20,405.94 | 2,605.00 | 256,902.71 | 8.2 |
| 5210 Travel & Conf Mileage | 18,923.83 | 6,968.93 | 6,968.93 | 1,928.50 | 10,026.40 | 47.0 |
| 5230 Mile non-conf/travel *not used | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5300 DUES AND MEMBERSHIP | 37,729.00 | 29,514.40 | 29,514.40 | 0.00 | 8,214.60 | 78.2 |
| 5400 INSURANCE | 285,170.00 | 209,040.37 | 209,040.37 | 0.00 | 76,129.63 | 73.3 |
| 5500 OPERATIONS & HOUSEKEEPING SER | 24,500.00 | 11,924.00 | 11,924.00 | 8,369.00 | 4,207.00 | 82.8 |
| 5510 Other Utilities - Electric | 656,182.00 | 407,512.90 | 407,512.90 | 248,595.93 | 73.17 | 100.0 |
| 5515 Gas | 80,000.00 | 7,188.51 | 7,188.51 | 0.00 | 87,188.51 | -9.0 |
| 5520 Water | 325,000.00 | 285,517.37 | 285,517.37 | 35,451.15 | 4,031.48 | 98.8 |
| 5525 Waste Disposal | 63,000.00 | 52,645.62 | 52,645.62 | 10,170.44 | 183.94 | 99.7 |
| 5600 Repairs | 250,679.31 | 137,149.29 | 137,149.29 | 31,970.54 | 81,559.48 | 67.5 |
| 5610 Rentals | 13,767.00 | 2,872.38 | 2,872.38 | 1,230.49 | 9,664.13 | 29.8 |
| 5620 Leases | 23,018.85 | 10,028.85 | 10,028.85 | 1,412.08 | 11,577.75 | 49.7 |
| 5716 Field Trips TF within Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5725 Printing TF within Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 5750 TF Direct Costs Interfund | 6,000.00 | 0.00 | 0.00 | 0.00 | 6,000.00 | N/A |
| 5800 OTHER SERVICES & OPERATIONS | 5,110,802.95 | 2,918,093.80 | 2,918,093.80 | 820,445.90 | 1,372,263.25 | 73.1 |
| 5850 Election Costs | 22,351.68 | 22,351.18 | 22,351.18 | 0.00 | 0.50 | 100.0 |
| 5865 Field Trip - Charter Bus | 24,590.00 | 0.00 | 0.00 | 0.00 | 24,590.00 | 0.0 |
| 5880 Legal Fees | 163,252.00 | 46,774.48 | 46,774.48 | 27,624.32 | 88,853.20 | 45.6 |
| 5900 Communications | 33,090.00 | 22,271.71 | 22,271.71 | 11,345.30 | 527.01 | 101.6 |
| 5920 Postage | 37,128.00 | 23,994.24 | 23,994.24 | 168.48 | 12,965.28 | 65.1 |
| 5930 Cellular Phones/Pagers | 98,244.00 | 62,656.23 | 62,656.23 | 18,133.88 | 17,453.89 | 82.2 |
| 5940 Hotspots/Internet for Students | 32,719.18 | 21,558.71 | 21,558.71 | 8,163.62 | 2,996.85 | 90.8 |
| 6170 Land Improvements | 78,000.00 | 74,774.00 | 74,774.00 | 0.00 | 3,226.00 | 95.9 |
| 6200 Buildings, New & Improvement | 888,937.61 | 628,800.29 | 628,800.29 | 190,623.61 | 69,513.71 | 92.2 |
| 6290 Build/Improv Inspection | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.0 |
| 6400 EQUIPMENT \$5000+ | 2,350,260.54 | 137,357.54 | 137,357.54 | 2,198,037.56 | 14,865.44 | 99.4 |
| 6500 EQUIPMENT REPLACEMENT \$5,000+ | 93,513.42 | 89,489.87 | 89,489.87 | 0.00 | 4,023.55 | 95.7 |
| 7130 STATE SPECIAL SCHOOLS | 3,500.00 | 0.00 | 0.00 | 0.00 | 3,500.00 | 0.0 |
| 7142 OTHER EXCESS COST SCOE | 1,295,000.00 | 582,671.35 | 582,671.35 | 0.00 | 712,328.65 | 45.0 |
| 7310 DIRECT/INDIRECT SUPPORT COSTS | 1,864.72 | 0.00 | 0.00 | 0.00 | 1,864.72 | 0.0 |
| 7350 DIRECT/INDIRECT INTERFUND | 166,097.46 | 0.00 | 0.00 | 0.00 | 166,097.46 | N/A |
| 7612 INTERFUND TRSF GEN TO SP RES | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| 7616 INTERFUND TRSF GEN TO CAFE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Expense | 60,196,472.44 | 37,433,398.92 | 37,433,398.92 | 11,746,844.23 | 11,016,229.29 | |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|----------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 923,150.92 | 0.00 | 0.00 | 0.00 | 923,150.92 | |
| 9791 BEGINNING FUND BALANCE | 9,603,934.37- | 0.00 | 0.00 | 0.00 | 9,603,934.37- | |
| TOTAL Ending balance | 8,680,783.45- | 0.00 | 0.00 | 0.00 | 8,680,783.45- | |
| **Fund balance | 11,547,611.40 | 7,358,564.02 | 7,358,564.02 | | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 121,752.82 | 72,246.32- | 72,246.32- | 0.00 | 49,506.50 | |
| 9200 ACCOUNTS RECEIVABLE | 1,037.00 | 1,037.00- | 1,037.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 122,789.82 | 73,283.32- | 73,283.32- | 0.00 | 49,506.50 | |
| Current year revenue | | | | | | |
| 8590 ALL OTHER STATE REVENUE | 73,520.32- | 73,520.32- | 73,520.32- | 0.00 | 0.00 | N/A |
| 8660 INTEREST | 2,037.00 | 237.00 | 237.00 | 0.00 | 1,800.00 | 11.6 |
| TOTAL Current year revenue | 71,483.32- | 73,283.32- | 73,283.32- | 0.00 | 1,800.00 | |
| *TOTAL Beginning balance + Revenue | 51,306.50 | 49,506.50 | 49,506.50 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 71,483.32 | 0.00 | 0.00 | 0.00 | 71,483.32 | |
| 9791 BEGINNING FUND BALANCE | 122,789.82- | 0.00 | 0.00 | 0.00 | 122,789.82- | |
| TOTAL Ending balance | 51,306.50- | 0.00 | 0.00 | 0.00 | 51,306.50- | |
| **Fund balance | 51,306.50 | 49,506.50 | 49,506.50 | | | ** |

FUND :11 ADULT EDUCATION FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 89,600.52 | 19,378.18 | 19,378.18 | 0.00 | 108,978.70 | |
| 9200 ACCOUNTS RECEIVABLE | 56,965.00 | 56,965.00- | 56,965.00- | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 1,930.18 | 1,930.18- | 1,930.18- | 0.00 | 0.00 | |
| 9500 OTHER CURRENT LIABILITIES | 507.50- | 0.00 | 0.00 | 0.00 | 507.50- | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 700.24- | 700.24 | 700.24 | 0.00 | 0.00 | |
| 9515 ACCRUED PAYROLL | 2,909.08- | 2,909.08 | 2,909.08 | 0.00 | 0.00 | |
| 9550 EMPLOYER PERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9551 EMPLOYER OASDI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9552 EMPLOYER H/W | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9555 EMPLOYER MEDICARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9557 EMPLOYER State Unemploy Insura | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9558 EMPLOYER WORKERS COMPENSATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9559 EMPLOYER STRS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9610 DUE TO OTHER FUNDS | 632.97- | 114.51 | 114.51 | 0.00 | 518.46- | |
| TOTAL Beginning balance | 143,745.91 | 35,793.17- | 35,793.17- | 0.00 | 107,952.74 | |
| Current year revenue | | | | | | |
| 8290 OTHER FEDERAL INCOME | 47,075.00 | 5,071.00 | 5,071.00 | 0.00 | 42,004.00 | 10.8 |
| 8590 ALL OTHER STATE REVENUE | 301,959.00 | 168,212.00 | 168,212.00 | 0.00 | 133,747.00 | 55.7 |
| 8660 INTEREST | 750.00 | 191.00 | 191.00 | 0.00 | 559.00 | 25.5 |
| 8699 OTHER LOCAL INCOME | 490.00 | 0.00 | 0.00 | 0.00 | 490.00 | 0.0 |
| TOTAL Current year revenue | 350,274.00 | 173,474.00 | 173,474.00 | 0.00 | 176,800.00 | |
| *TOTAL Beginning balance + Revenue | 494,019.91 | 317,219.91 | 317,219.91 | | | * |
| Expense | | | | | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 72,473.00 | 58,076.24 | 58,076.24 | 0.00 | 14,396.76 | 80.1 |
| 1104 Teacher Substitutes | 2,400.00 | 0.00 | 0.00 | 0.00 | 2,400.00 | 0.0 |
| 1105 Teachers Extra Hours | 12,980.00 | 4,605.34 | 4,605.34 | 0.00 | 8,374.66 | 35.5 |
| 1200 CERT PUPIL SUPPORT SALARIES | 36,507.00 | 27,942.75 | 27,942.75 | 0.00 | 8,564.25 | 76.5 |
| 1205 Pupil Support Extra Hours | 12,700.00 | 8,180.03 | 8,180.03 | 0.00 | 4,519.97 | 64.4 |
| 1300 CERT SUPERV & ADMIN SALARIES | 18,081.00 | 13,560.21 | 13,560.21 | 4,520.07 | 0.72 | 100.0 |
| 2201 Classified Support - Overtime | 1,557.00 | 104.33 | 104.33 | 0.00 | 1,452.67 | 6.7 |
| 2400 Clerical & Office Salaries | 34,573.00 | 26,179.09 | 26,179.09 | 8,643.03 | 249.12- | 100.7 |
| 2403 Clerical & Office - Extra Duty | 2,000.00 | 452.24 | 452.24 | 0.00 | 1,547.76 | 22.6 |
| 3101 STRS CERTIFICATED | 24,271.00 | 18,146.65 | 18,146.65 | 729.99 | 5,394.36 | 77.8 |
| 3201 PERS CERTIFICATED | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 3202 PERS CLASSIFIED | 7,576.00 | 5,480.10 | 5,480.10 | 1,789.11 | 306.79 | 96.0 |
| 3301 Social Security Certificated | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 3302 OASDI CL | 2,380.00 | 1,650.18 | 1,650.18 | 536.46 | 193.36 | 91.9 |
| 3311 MEDICARE CERTIFICATED | 2,200.00 | 1,619.35 | 1,619.35 | 65.67 | 514.98 | 76.6 |
| 3312 MEDICARE CLASSIFIED | 570.00 | 385.95 | 385.95 | 125.46 | 58.59 | 89.7 |
| 3401 HEALTH & WELFARE CERTIFICATED | 2,600.00 | 1,438.94 | 1,438.94 | 486.29 | 674.77 | 74.0 |
| 3402 HEALTH & WELFARE CLASSIFIED | 1,500.00 | 1,074.48 | 1,074.48 | 354.96 | 70.56 | 95.3 |
| 3501 Unemployment Certificated | 101.00 | 56.16 | 56.16 | 2.26 | 42.58 | 57.8 |
| 3502 Unemployment Classified | 34.00 | 13.37 | 13.37 | 4.32 | 16.31 | 52.0 |
| 3601 WORKERS COMP CERTIFICATED | 2,593.00 | 1,676.94 | 1,676.94 | 67.57 | 848.49 | 67.3 |
| 3602 WORKERS COMP CLASSIFIED | 673.00 | 399.40 | 399.40 | 129.09 | 144.51 | 78.5 |

FUND :11 ADULT EDUCATION FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| 4200 Books other than Textbooks | 2,795.00 | 95.11 | 95.11 | 0.00 | 2,699.89 | 3.4 |
| 4300 SUPPLIES | 135,078.45 | 29,702.69 | 29,702.69 | 1,153.83 | 104,221.93 | 22.8 |
| 4400 Inventoried Supplies \$500-4999 | 22,424.00 | 0.00 | 0.00 | 0.00 | 22,424.00 | 0.0 |
| 5200 Travel & Conference, Training | 16,100.00 | 865.00 | 865.00 | 0.00 | 15,235.00 | 5.4 |
| 5210 Travel & Conf Mileage | 2,500.00 | 8.28 | 8.28 | 0.00 | 2,491.72 | 0.3 |
| 5300 DUES AND MEMBERSHIP | 1,500.00 | 105.00 | 105.00 | 0.00 | 1,395.00 | 7.0 |
| 5620 Leases | 5,000.00 | 34.10 | 34.10 | 0.00 | 4,965.90 | 0.7 |
| 5750 TF Direct Costs Interfund | 5,000.00 | 0.00 | 0.00 | 0.00 | 5,000.00 | 0.0 |
| 5800 OTHER SERVICES & OPERATIONS | 46,068.00 | 7,415.24 | 7,415.24 | 0.00 | 38,652.76 | 16.1 |
| 7350 DIRECT/INDIRECT INTERFUND | 19,785.46 | 0.00 | 0.00 | 0.00 | 19,785.46 | 0.0 |
| TOTAL Expense | 494,019.91 | 209,267.17 | 209,267.17 | 18,608.11 | 266,144.63 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 144,253.41 | 0.00 | 0.00 | 0.00 | 144,253.41 | |
| 9791 BEGINNING FUND BALANCE | 143,745.91- | 0.00 | 0.00 | 0.00 | 143,745.91- | |
| TOTAL Ending balance | 507.50 | 0.00 | 0.00 | 0.00 | 507.50 | |
| **Fund balance | 0.00 | 107,952.74 | 107,952.74 | | | ** |

FUND :12 CHILD DEVELOPMEN FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 75,835.43 | 146,187.78 | 146,187.78 | 0.00 | 222,023.21 | |
| 9200 ACCOUNTS RECEIVABLE | 1,081.00 | 1,081.00- | 1,081.00- | 0.00 | 0.00 | |
| 9290 DUE FROM OTHER GOVERNMENTS | 59,530.52 | 59,530.52- | 59,530.52- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 87,756.24- | 87,756.24 | 87,756.24 | 0.00 | 0.00 | |
| 9650 UNEARNED REVENUE | 7,592.78- | 0.00 | 0.00 | 0.00 | 7,592.78- | |
| TOTAL Beginning balance | 41,097.93 | 173,332.50 | 173,332.50 | 0.00 | 214,430.43 | |
| Current year revenue | | | | | | |
| 8290 OTHER FEDERAL INCOME | 300,199.00 | 209,606.01 | 209,606.01 | 0.00 | 90,592.99 | 69.8 |
| 8590 ALL OTHER STATE REVENUE | 545,757.00 | 384,538.47 | 384,538.47 | 0.00 | 161,218.53 | 70.5 |
| 8660 INTEREST | 1,211.00 | 24.00- | 24.00- | 0.00 | 1,235.00 | -2.0 |
| 8990 ENCROACHMENT FROM RESTRICTED | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Current year revenue | 847,167.00 | 594,120.48 | 594,120.48 | 0.00 | 253,046.52 | |
| *TOTAL Beginning balance + Revenue | 888,264.93 | 635,218.41 | 635,218.41 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 793,013.00 | 420,787.98 | 420,787.98 | 371,380.51 | 844.51 | 99.9 |
| 7350 DIRECT/INDIRECT INTERFUND | 52,403.00 | 0.00 | 0.00 | 0.00 | 52,403.00 | 0.0 |
| TOTAL Expense | 845,416.00 | 420,787.98 | 420,787.98 | 371,380.51 | 53,247.51 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 1,751.00- | 0.00 | 0.00 | 0.00 | 1,751.00- | |
| 9791 BEGINNING FUND BALANCE | 41,097.93- | 0.00 | 0.00 | 0.00 | 41,097.93- | |
| TOTAL Ending balance | 42,848.93- | 0.00 | 0.00 | 0.00 | 42,848.93- | |
| **Fund balance | 42,848.93 | 214,430.43 | 214,430.43 | | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | Used |
|--------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|--------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 40,453.50 | 372,228.73 | 372,228.73 | 0.00 | 412,682.23 | |
| 9130 REVOLVING CASH ACCOUNT | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | |
| 9200 ACCOUNTS RECEIVABLE | 15,552.96 | 15,552.96- | 15,552.96- | 0.00 | 0.00 | |
| 9310 DUE FROM OTHER FUNDS | 23,282.40 | 373,282.40- | 373,282.40- | 0.00 | 350,000.00- | |
| 9320 STORES | 52,636.21 | 0.00 | 0.00 | 0.00 | 52,636.21 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 34,510.90- | 34,510.90 | 34,510.90 | 0.00 | 0.00 | |
| 9511 RETIREE MEDICAL BENEFITS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9515 ACCRUED PAYROLL | 4,584.07- | 4,584.07 | 4,584.07 | 0.00 | 0.00 | |
| 9550 EMPLOYER PERS | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9551 EMPLOYER OASDI | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9552 EMPLOYER H/W | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9555 EMPLOYER MEDICARE | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9557 EMPLOYER State Unemploy Insura | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9558 EMPLOYER WORKERS COMPENSATION | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| 9610 DUE TO OTHER FUNDS | 3,830.10- | 3,830.10 | 3,830.10 | 0.00 | 0.00 | |
| 9650 UNEARNED REVENUE | 90,000.00- | 0.00 | 0.00 | 0.00 | 90,000.00- | |
| TOTAL Beginning balance | 0.00 | 26,318.44 | 26,318.44 | 0.00 | 26,318.44 | |
| Current year revenue | | | | | | |
| 8220 CHILD NUTRITION PROG FEDERAL | 2,006,428.00 | 509,381.57 | 509,381.57 | 0.00 | 1,497,046.43 | 25.4 |
| 8290 OTHER FEDERAL INCOME | 100,000.00 | 24,776.05- | 24,776.05- | 0.00 | 124,776.05 | -24.8 |
| 8520 CHILD NUTRITION | 125,000.00 | 39,433.00 | 39,433.00 | 0.00 | 85,567.00 | 31.5 |
| 8634 FOOD SERVICES SALE | 7,200.00 | 964.14- | 964.14- | 0.00 | 8,164.14 | -13.4 |
| 8660 INTEREST | 250.00 | 1.00- | 1.00- | 0.00 | 251.00 | -0.4 |
| 8699 OTHER LOCAL INCOME | 2,500.00 | 60.09 | 60.09 | 0.00 | 2,439.91 | 2.4 |
| 8916 INTERFUND TRSF CAFETERIA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| TOTAL Current year revenue | 2,241,378.00 | 523,133.47 | 523,133.47 | 0.00 | 1,718,244.53 | |
| *TOTAL Beginning balance + Revenue | 2,241,378.00 | 523,133.47 | 523,133.47 | | | * |
| Expense | | | | | | |
| 2200 CLASSIFIED SUPPORT SALARIES | 506,173.00 | 5,187.06 | 5,187.06 | 94,292.46 | 406,693.48 | 19.7 |
| 2203 Class Support Extra Duty | 2,217.00 | 42,519.39- | 42,519.39- | 0.00 | 44,736.39 | -917.9 |
| 2204 Class Support Sub | 27,482.00 | 9,178.05- | 9,178.05- | 0.00 | 36,660.05 | -33.4 |
| 2300 CLASS SUPERV & ADMIN SALARIES | 75,313.00 | 56,761.47 | 56,761.47 | 18,459.00 | 92.53 | 99.9 |
| 2400 Clerical & Office Salaries | 73,930.00 | 54,386.55 | 54,386.55 | 18,128.85 | 1,414.60 | 98.1 |
| 3202 PERS CLASSIFIED | 135,671.00 | 45,779.04 | 45,779.04 | 22,074.26 | 67,817.70 | 50.0 |
| 3302 OASDI CL | 40,637.00 | 13,701.62 | 13,701.62 | 8,144.98 | 18,790.40 | 53.8 |
| 3312 MEDICARE CLASSIFIED | 9,503.00 | 2,355.43 | 2,355.43 | 1,904.90 | 5,242.67 | 44.8 |
| 3402 HEALTH & WELFARE CLASSIFIED | 147,863.00 | 74,276.04 | 74,276.04 | 32,672.45 | 40,914.51 | 72.3 |
| 3502 Unemployment Classified | 329.00 | 404.52- | 404.52- | 65.59 | 667.93 | -103.0 |
| 3602 WORKERS COMP CLASSIFIED | 11,259.00 | 4,300.52 | 4,300.52 | 1,960.03 | 4,998.45 | 55.6 |
| 3701 OPEB, Allocated, Certificated | 4,112.00 | 445.25 | 445.25 | 0.00 | 3,666.75 | 10.8 |
| 3702 OPEB, Allocated, Classified | 0.00 | 1,451.06 | 1,451.06 | 850.70 | 2,301.76- | N/A |
| 3942 Classified Cash in Lieu | 6,051.00 | 1,147.80 | 1,147.80 | 310.22 | 4,592.98 | 24.1 |
| 4300 SUPPLIES | 184,908.00 | 2,399.28 | 2,399.28 | 87,811.08 | 94,697.64 | 48.8 |
| 4400 Inventoried Supplies \$500-4999 | 29,356.00 | 5,325.50 | 5,325.50 | 0.00 | 24,030.50 | 18.1 |
| 4700 FOOD | 728,394.00 | 175,678.67 | 175,678.67 | 464,793.23 | 87,922.10 | 87.9 |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|------------|-------|
| 5200 Travel & Conference, Training | 3,500.00 | 166.00 | 166.00 | 500.00 | 2,834.00 | 19.0 |
| 5210 Travel & Conf Mileage | 1,140.00 | 0.00 | 0.00 | 750.00 | 390.00 | 65.8 |
| 5300 DUES AND MEMBERSHIP | 5,000.00 | 421.00 | 421.00 | 0.00 | 4,579.00 | 8.4 |
| 5600 Repairs | 35,100.00 | 19,133.49 | 19,133.49 | 9,268.33 | 6,698.18 | 80.9 |
| 5610 Rentals | 238.00 | 237.43 | 237.43 | 0.00 | 0.57 | 99.8 |
| 5750 TF Direct Costs Interfund | 1,000.00 | 0.00 | 0.00 | 0.00 | 1,000.00 | 0.0 |
| 5800 OTHER SERVICES & OPERATIONS | 47,606.00 | 20,207.58 | 20,207.58 | 1,942.07 | 25,456.35 | 46.5 |
| 5930 Cellular Phones/Pagers | 524.00 | 332.25 | 332.25 | 192.81 | 1.06 | 100.2 |
| 6200 Buildings, New & Improvement | 70,000.00 | 65,223.95 | 65,223.95 | 0.00 | 4,776.05 | 93.2 |
| 7350 DIRECT/INDIRECT INTERFUND | 94,072.00 | 0.00 | 0.00 | 0.00 | 94,072.00 | 0.0 |
| TOTAL Expense | 2,241,378.00 | 496,815.03 | 496,815.03 | 764,120.96 | 980,442.01 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 63,832.00- | 0.00 | 0.00 | 0.00 | 63,832.00- | |
| TOTAL Ending balance | 63,832.00- | 0.00 | 0.00 | 0.00 | 63,832.00- | |
| **Fund balance | 0.00 | 26,318.44 | 26,318.44 | | | ** |

Proposed Budget

07/01/2020 - 06/30/2021

FUND :14

DEFERRED MAINTENANCE FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 62.00 | 25.00 | 25.00 | 0.00 | 87.00 | |
| 9200 ACCOUNTS RECEIVABLE | 25.00 | 25.00- | 25.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 87.00 | 0.00 | 0.00 | 0.00 | 87.00 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | 0.0 |
| TOTAL Current year revenue | 5.00 | 0.00 | 0.00 | 0.00 | 5.00 | |
| *TOTAL Beginning balance + Revenue | 92.00 | 87.00 | 87.00 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 5.00- | 0.00 | 0.00 | 0.00 | 5.00- | |
| 9791 BEGINNING FUND BALANCE | 87.00- | 0.00 | 0.00 | 0.00 | 87.00- | |
| TOTAL Ending balance | 92.00- | 0.00 | 0.00 | 0.00 | 92.00- | |
| **Fund balance | 92.00 | 87.00 | 87.00 | | | ** |

FUND :17 SPECIAL RESERVE FUND-NO CAPTL

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|---------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 2,408,279.71 | 25,315.00 | 25,315.00 | 0.00 | 2,433,594.71 | |
| 9200 ACCOUNTS RECEIVABLE | 20,342.00 | 20,342.00- | 20,342.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 2,428,621.71 | 4,973.00 | 4,973.00 | 0.00 | 2,433,594.71 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 35,000.00 | 4,973.00 | 4,973.00 | 0.00 | 30,027.00 | 14.2 |
| TOTAL Current year revenue | 35,000.00 | 4,973.00 | 4,973.00 | 0.00 | 30,027.00 | |
| *TOTAL Beginning balance + Revenue | 2,463,621.71 | 2,433,594.71 | 2,433,594.71 | | | * |
| Expense | | | | | | |
| 7612 INTERFUND TRSF GEN TO SP RES | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| TOTAL Expense | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 18,908.00 | 0.00 | 0.00 | 0.00 | 18,908.00 | |
| 9791 BEGINNING FUND BALANCE | 2,428,621.71- | 0.00 | 0.00 | 0.00 | 2,428,621.71- | |
| TOTAL Ending balance | 2,409,713.71- | 0.00 | 0.00 | 0.00 | 2,409,713.71- | |
| **Fund balance | 2,409,713.71 | 2,433,594.71 | 2,433,594.71 | | | ** |

FUND :20 Special Reserve Fund for PEB

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|-------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 608,934.00 | 6,316.00 | 6,316.00 | 0.00 | 615,250.00 | |
| 9200 ACCOUNTS RECEIVABLE | 5,059.00 | 5,059.00- | 5,059.00- | 0.00 | 0.00 | |
| TOTAL Beginning balance | 613,993.00 | 1,257.00 | 1,257.00 | 0.00 | 615,250.00 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 8,700.00 | 1,257.00 | 1,257.00 | 0.00 | 7,443.00 | 14.4 |
| 8912 INTFD TRANSFER SPEC RESERVE | 53,908.00 | 0.00 | 0.00 | 0.00 | 53,908.00 | 0.0 |
| TOTAL Current year revenue | 62,608.00 | 1,257.00 | 1,257.00 | 0.00 | 61,351.00 | |
| *TOTAL Beginning balance + Revenue | 676,601.00 | 615,250.00 | 615,250.00 | | | * |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 62,608.00- | 0.00 | 0.00 | 0.00 | 62,608.00- | |
| 9791 BEGINNING FUND BALANCE | 613,993.00- | 0.00 | 0.00 | 0.00 | 613,993.00- | |
| TOTAL Ending balance | 676,601.00- | 0.00 | 0.00 | 0.00 | 676,601.00- | |
| **Fund balance | 676,601.00 | 615,250.00 | 615,250.00 | | | ** |

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|------------------------------------|----------------------------------|---------------------|--------------------------|--------------|----------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 25,900.53 | 11,529,913.95 | 11,529,913.95 | 0.00 | 11,555,814.48 | |
| 9135 CASH WITH FISCAL AGENT | 0.00 | 12,004,067.71- | 12,004,067.71- | 0.00 | 12,004,067.71- | |
| 9200 ACCOUNTS RECEIVABLE | 391.00 | 391.00- | 391.00- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 1,126.00- | 350.00 | 350.00 | 0.00 | 776.00- | |
| TOTAL Beginning balance | 25,165.53 | 474,194.76- | 474,194.76- | 0.00 | 449,029.23- | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 9,600.00 | 9,519.00 | 9,519.00 | 0.00 | 81.00 | 99.2 |
| TOTAL Current year revenue | 9,600.00 | 9,519.00 | 9,519.00 | 0.00 | 81.00 | |
| *TOTAL Beginning balance + Revenue | 34,765.53 | 34,684.53 | 34,684.53 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 773,395.53 | 177,532.00 | 177,532.00 | 9,795.00 | 586,068.53 | 24.2 |
| 6100 Land acquis & addition | 4,037,922.00 | 0.00 | 0.00 | 0.00 | 4,037,922.00 | 0.0 |
| 6200 Buildings, New & Improvement | 31,416.20- | 0.00 | 0.00 | 0.00 | 31,416.20- | N/A |
| 6215 Architect Fees | 3,347,989.20 | 306,181.76 | 306,181.76 | 797,802.24 | 2,244,005.20 | 33.0 |
| 6250 PLANNING COSTS | 9,180.00 | 0.00 | 0.00 | 9,180.00 | 0.00 | 100.0 |
| TOTAL Expense | 8,137,070.53 | 483,713.76 | 483,713.76 | 816,777.24 | 6,836,579.53 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 7,991,470.53 | 0.00 | 0.00 | 0.00 | 7,991,470.53 | |
| 9791 BEGINNING FUND BALANCE | 25,165.53- | 0.00 | 0.00 | 0.00 | 25,165.53- | |
| TOTAL Ending balance | 7,966,305.00 | 0.00 | 0.00 | 0.00 | 7,966,305.00 | |
| **Fund balance | 8,102,305.00- | 449,029.23- | 449,029.23- | | | ** |

FUND :25 CAPITAL FACILITIES FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 2,885,132.02 | 4,773,064.31 | 4,773,064.31 | 0.00 | 7,658,196.33 | |
| 9200 ACCOUNTS RECEIVABLE | 18,276.00 | 18,276.00 | 18,276.00 | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 12,500.00 | 12,500.00 | 12,500.00 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 2,890,908.02 | 4,767,288.31 | 4,767,288.31 | 0.00 | 7,658,196.33 | |
| Current year revenue | | | | | | |
| 8660 INTEREST | 75,000.00 | 9,514.00 | 9,514.00 | 0.00 | 65,486.00 | 12.7 |
| 8681 MITIGATION/DEVELOPER FEES | 5,559,445.00 | 5,121,468.96 | 5,121,468.96 | 0.00 | 437,976.04 | 92.1 |
| TOTAL Current year revenue | 5,634,445.00 | 5,130,982.96 | 5,130,982.96 | 0.00 | 503,462.04 | |
| *TOTAL Beginning balance + Revenue | 8,525,353.02 | 8,021,890.98 | 8,021,890.98 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 1,554,530.00 | 247,522.00 | 247,522.00 | 11,150.00 | 1,295,858.00 | 16.6 |
| 6160 Other Site Costs | 814.00 | 5,099.55 | 5,099.55 | 0.00 | 4,285.55 | 626.5 |
| 6200 Buildings, New & Improvement | 4,287.00 | 0.00 | 0.00 | 0.00 | 4,287.00 | 0.0 |
| 6215 Architect Fees | 2,002,660.00 | 85,328.10 | 85,328.10 | 1,466,800.90 | 450,531.00 | 77.5 |
| 6240 Preliminary Tests | 23,600.00 | 0.00 | 0.00 | 20,000.00 | 3,600.00 | 84.7 |
| 6243 General Contractor | 721,809.00 | 0.00 | 0.00 | 721,809.00 | 0.00 | 100.0 |
| 6280 Build/Improv Construct Testing | 57,520.00 | 15,342.50 | 15,342.50 | 56,627.50 | 14,450.00 | 125.1 |
| 6281 Land Survey | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 | 100.0 |
| 6290 Build/Improv Inspection | 15,390.00 | 10,402.50 | 10,402.50 | 2,327.50 | 2,660.00 | 82.7 |
| TOTAL Expense | 4,382,110.00 | 363,694.65 | 363,694.65 | 2,280,214.90 | 1,738,200.45 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 1,753,835.00 | 0.00 | 0.00 | 0.00 | 1,753,835.00 | |
| 9791 BEGINNING FUND BALANCE | 2,890,908.02 | 0.00 | 0.00 | 0.00 | 2,890,908.02 | |
| TOTAL Ending balance | 4,644,743.02 | 0.00 | 0.00 | 0.00 | 4,644,743.02 | |
| **Fund balance | 4,143,243.02 | 7,658,196.33 | 7,658,196.33 | | | ** |

FUND :35 SCHOOL FACILITIES FUND

| OBJECT | Beg. Balance/ Adjusted Budget | Current Activity | Year to date Activity | Encumbrances | Balance | %used |
|-------------------------------------|----------------------------------|---------------------|--------------------------|--------------|--------------|-------|
| Beginning balance | | | | | | |
| 9110 CASH IN COUNTY TREASURY | 149,672.25 | 860,919.58 | 860,919.58 | 0.00 | 1,010,591.83 | |
| 9200 ACCOUNTS RECEIVABLE | 1,355.00 | 1,355.00- | 1,355.00- | 0.00 | 0.00 | |
| 9510 ACCOUNTS PAYABLE CURRENT LIAB | 16,983.00- | 16,983.00 | 16,983.00 | 0.00 | 0.00 | |
| TOTAL Beginning balance | 134,044.25 | 876,547.58 | 876,547.58 | 0.00 | 1,010,591.83 | |
| Current year revenue | | | | | | |
| 8545 School Facilities Apportionmen | 2,106,232.00 | 2,106,232.00 | 2,106,232.00 | 0.00 | 0.00 | 100.0 |
| 8660 INTEREST | 2,300.00 | 931.00 | 931.00 | 0.00 | 1,369.00 | 40.5 |
| TOTAL Current year revenue | 2,108,532.00 | 2,107,163.00 | 2,107,163.00 | 0.00 | 1,369.00 | |
| *TOTAL Beginning balance + Revenue | 2,242,576.25 | 2,241,207.25 | 2,241,207.25 | | | * |
| Expense | | | | | | |
| 5800 OTHER SERVICES & OPERATIONS | 132,678.00 | 111,407.64 | 111,407.64 | 21,062.00 | 208.36 | 99.8 |
| 6160 Other Site Costs | 4,300.00 | 4,300.00 | 4,300.00 | 0.00 | 0.00 | 100.0 |
| 6200 Buildings, New & Improvement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | N/A |
| 6215 Architect Fees | 107,250.00 | 82,500.00 | 82,500.00 | 24,750.00 | 0.00 | 100.0 |
| 6243 General Contractor | 1,982,958.25 | 1,032,407.78 | 1,032,407.78 | 839,219.66 | 111,330.81 | 94.4 |
| 6290 Build/Improv Inspection | 15,390.00 | 0.00 | 0.00 | 0.00 | 15,390.00 | 0.0 |
| TOTAL Expense | 2,242,576.25 | 1,230,615.42 | 1,230,615.42 | 885,031.66 | 126,929.17 | |
| Ending balance | | | | | | |
| 9790 UNDESIGNATED/UNAPPROPRIATED | 134,044.25 | 0.00 | 0.00 | 0.00 | 134,044.25 | |
| 9791 BEGINNING FUND BALANCE | 134,044.25- | 0.00 | 0.00 | 0.00 | 134,044.25- | |
| TOTAL Ending balance | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | |
| **Fund balance | 0.00 | 1,010,591.83 | 1,010,591.83 | | | ** |

| ACCOUNT CLASSIFICATIONS SELECTED | | | | | | | | FIELD RANGES SELECTED | |
|----------------------------------|------|---|------|-----|------|------|-----|-----------------------|----------|
| FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | FI RANGE |
| 1. | - | - | - | - | - | - | - | - | |
| 2. | - | - | - | - | - | - | - | - | |
| 3. | - | - | - | - | - | - | - | - | |
| 4. | - | - | - | - | - | - | - | - | |
| 5. | - | - | - | - | - | - | - | - | |
| 6. | - | - | - | - | - | - | - | - | |
| 7. | - | - | - | - | - | - | - | - | |
| 8. | - | - | - | - | - | - | - | - | |
| 9. | - | - | - | - | - | - | - | - | |
| 10. | - | - | - | - | - | - | - | - | |

Sort/Rollup Digit: FUND\0
Page break on field:
By details: OBJECT (Format 1 OBJECT)
Show pennies: No Suppress lines with zeros in all columns: Yes
Restricted field: 02-RESOURCE
Lines per page: 63 Blank lines between each detail: 0
80 Column mode: No Replace Fiscal year with:
Year for Acct format: 2021 Sort detail lines by: Alpha
Include accounts?(Open/Closed/Both): Both Collapse Objects by file: No

| | | | | | | |
|---------------------------|--------------|--------------|--------------|--------------|--------------|--------------|
| * Column 1 * | * Column 2 * | * Column 3 * | * Column 4 * | * Column 5 * | * Column 6 * | * Column 7 * |
| Column Title1: 2nd Int | Negotiate | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** |
| Column Title2: Revised | Working | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** | ** Blank ** |
| Fiscal Year: 2021 | 2020 | | | | | |
| Data Source: Revised | Working | | | | | |
| Amount Types: Budget | Budget | | | | | |
| Print Detail: No | No | | | | | |
| If Zero Print: Blanks | Blanks | Blanks | Blanks | Blanks | Blanks | Blanks |
| Calc column: None | None | None | None | None | None | None |
| Rest/Unr/Both: Both | Both | | | | | |
| Budget Tfrs: None | None | None | None | None | None | None |
| Bud Tfrs Date: 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 |
| GL Trans: None | None | None | None | None | None | None |
| GL Trans Date: 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 | 99/99/9999 |
| Suppress Line: No | No | No | No | No | No | No |

| FUND :01 | | GENERAL FUND | |
|----------|--------------------------------|---------------------------------|-----------------------------------|
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 8011 | LCFF State Aid - Current Year | 25,212,930 | 28,893,465 |
| 8012 | Ed Protection Acct | 7,910,647 | 5,179,881 |
| 8021 | HOMEOWNERS' EXEMPTION | 54,970 | 50,429 |
| 8041 | SECURED ROLL TAXES | 6,934,426 | 5,913,096 |
| 8042 | UNSECURED ROLL TAXES | 190,011 | 160,227 |
| 8043 | PRIOR YEARS' TAXES | 34,137 | 27,700 |
| 8044 | SUPPLEMENTAL TAXES | 373,264 | 382,548 |
| 8045 | EDUCATION REVENUE AUGMENT/ERAF | 2,424,097 | 2,390,560 |
| 8082 | OTHER IN-LIEU TAXES | 2,500 | 2,500 |
| 8089 | NON-REVENUE LIMIT (50%) ADJ | 1,250 | 1,250 |
| 8181 | SPECIAL EDUCATION ENTITLEMENT | 938,609 | 938,609 |
| 8182 | SPECIAL ED DISCRETIONARY GRANT | 73,436 | 70,944 |
| 8290 | OTHER FEDERAL INCOME | 6,302,430 | 2,724,280 |
| 8550 | MANDATED COST REIMBURSEMENTS | 171,413 | 167,526 |
| 8560 | STATE LOTTERY REVENUE | 818,961 | 836,862 |
| 8590 | ALL OTHER STATE REVENUE | 3,388,487 | 3,200,684 |
| 8631 | SALE OF EQUIPMENT | 800 | |
| 8639 | OTHER SALES | 500 | 500 |
| 8650 | LEASES AND RENTALS | 185,400 | 198,000 |
| 8660 | INTEREST | 85,000 | 106,400 |
| 8675 | TRANSPORTATION FEES OUTSIDE | 20,000 | 20,000 |
| 8677 | INTERAGENCY FEES/TRANSPORTATIO | 525 | 525 |
| 8689 | ALL OTHER FEES AND CONTRACTS | 11,500 | 11,500 |
| 8699 | OTHER LOCAL INCOME | 608,611 | 245,221 |
| 8782 | All Other Tranfers from SCOE | 60,000 | 60,000 |
| 8792 | TRANSFER IN SELPA | 1,226,968 | 1,126,968 |
| 8794 | SP ED PRIOR YEAR | 10,000 | 10,576 |
| 8795 | SPEC ED PROJECT SPECIALIST | 30,250 | 30,250 |
| 8912 | INTFD TRANSFER SPEC RESERVE | 53,908 | 53,908 |
| 8919 | INTERFUND TRSF OTHER | | 2,165 |
| | TOTAL: 8xxx | 57,125,030 | 52,806,574 |
| 1100 | CERTIFICATED TEACHERS SALARIES | 16,348,355 | 17,405,301 |
| 1102 | Teacher Stipend | 305,972 | 332,609 |
| 1104 | Teacher Substitutes | 305,463 | 467,584 |
| 1105 | Teachers Extra Hours | 120,495 | 220,218 |
| 1200 | CERT PUPIL SUPPORT SALARIES | 1,058,603 | 1,049,592 |
| 1205 | Pupil Support Extra Hours | 23,307 | 4,881 |
| 1300 | CERT SUPERV & ADMIN SALARIES | 1,765,764 | 1,741,011 |
| 1900 | OTHER CERTIFICATED SALARIES | 668,434 | 519,757 |
| | TOTAL: 1xxx | 20,596,393 | 21,740,953 |
| 2100 | INSTRUCTIONAL AIDES SALARIES | 2,462,134 | 2,728,590 |
| 2101 | IA Overtime | | 86 |
| 2103 | IA Extra Duty | 14,962 | 26,495 |
| 2104 | Instructional Aide Sub | 8,820 | 83,544 |
| 2200 | CLASSIFIED SUPPORT SALARIES | 3,036,682 | 2,897,736 |
| 2201 | Classified Support - Overtime | 30,698 | 80,910 |
| 2203 | Class Support Extra Duty | 4,626 | 26,097 |
| 2204 | Class Support Sub | 45,526 | 55,464 |
| 2300 | CLASS SUPERV & ADMIN SALARIES | 482,756 | 465,043 |

| FUND :01 GENERAL FUND | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|-----------------------|---------------------------------|---------------------------------|-----------------------------------|
| 2400 | Clerical & Office Salaries | 1,915,257 | 1,875,104 |
| 2401 | Clerical & Office Overtime | 542 | 1,410 |
| 2403 | Clerical & Office - Extra Duty | 15,036 | 4,115 |
| 2404 | Clerical & Office Subs | 6,650 | 18,107 |
| 2405 | Clerical Extra Hours | 800 | |
| 2900 | OTHER CLASSIFIED SALARIES | 433,258 | 365,515 |
| 2903 | Other Classified Extra Duty | 54 | 3,232 |
| 2904 | Other Classified Subs | 1,050 | 3,441 |
| TOTAL: 2xxx | | 8,458,849 | 8,634,890 |
| 3101 | STRS CERTIFICATED | 5,402,858 | 5,643,308 |
| 3102 | STRS CLASSIFIED | 76,864 | 79,070 |
| 3201 | PERS CERTIFICATED | 27,613 | 24,849 |
| 3202 | PERS CLASSIFIED | 1,589,989 | 1,537,953 |
| 3301 | Social Security Certificated | 10,182 | 13,290 |
| 3302 | OASDI CL | 483,992 | 491,924 |
| 3311 | MEDICARE CERTIFICATED | 297,724 | 311,992 |
| 3312 | MEDICARE CLASSIFIED | 118,935 | 119,268 |
| 3401 | HEALTH & WELFARE CERTIFICATED | 1,729,663 | 2,331,922 |
| 3402 | HEALTH & WELFARE CLASSIFIED | 1,501,285 | 1,391,907 |
| 3501 | Unemployment Certificated | 10,640 | 11,086 |
| 3502 | Unemployment Classified | 4,274 | 4,261 |
| 3601 | WORKERS COMP CERTIFICATED | 350,431 | 355,560 |
| 3602 | WORKERS COMP CLASSIFIED | 139,270 | 140,816 |
| 3701 | OPEB, Allocated, Certificated | 181,978 | 256,588 |
| 3702 | OPEB, Allocated, Classified | 223,626 | 140,139 |
| 3941 | Certificated Cash in Lieu | 12,094 | 12,094 |
| 3942 | Classified Cash in Lieu | 66,190 | 68,461 |
| TOTAL: 3xxx | | 12,227,609 | 12,934,488 |
| 4100 | TEXTBOOKS | 115,417 | 196,531 |
| 4200 | Books other than Textbooks | 40,169 | 52,261 |
| 4300 | SUPPLIES | 3,489,925 | 2,299,944 |
| 4340 | Fuel/Oil | 67,000 | 110,060 |
| 4400 | Inventoried Supplies \$500-4999 | 986,916 | 894,598 |
| 4700 | FOOD | 40,425 | |
| TOTAL: 4xxx | | 4,739,851 | 3,553,394 |
| 5200 | Travel & Conference, Training | 279,514 | 352,587 |
| 5210 | Travel & Conf Mileage | 18,924 | 20,470 |
| 5230 | Mile non-conf/travel *not used | | 101 |
| 5300 | DUES AND MEMBERSHIP | 37,739 | 28,399 |
| 5400 | INSURANCE | 285,170 | 285,170 |
| 5500 | OPERATIONS & HOUSEKEEPING SER | 25,000 | 24,500 |
| 5510 | Other Utilities - Electric | 651,682 | 605,000 |
| 5515 | Gas | 80,000 | 80,000 |
| 5520 | Water | 325,000 | 375,000 |
| 5525 | Waste Disposal | 62,500 | 60,500 |
| 5600 | Repairs | 200,682 | 636,925 |
| 5610 | Rentals | 13,767 | 21,100 |
| 5620 | Leases | 23,019 | 10,420 |

| FUND | :01 | GENERAL FUND | | |
|------|--------------------------------|--------------|---------------------------------|-----------------------------------|
| | | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 5716 | Field Trips TF within Fund | | | 2 |
| 5750 | TF Direct Costs Interfund | | 6,000- | 2,000- |
| 5800 | OTHER SERVICES & OPERATIONS | | 5,198,735 | 4,742,692 |
| 5850 | Election Costs | | 22,352 | |
| 5865 | Field Trip - Charter Bus | | 29,090 | 73,464 |
| 5880 | Legal Fees | | 163,252 | 140,000 |
| 5900 | Communications | | 33,090 | 19,000 |
| 5920 | Postage | | 37,128 | 34,368 |
| 5930 | Cellular Phones/Pagers | | 97,974 | 113,425 |
| 5940 | Hotspots/Internet for Students | | 31,500 | |
| | TOTAL: 5xxx | | 7,610,117 | 7,621,123 |
| | *SUB-TOTAL:1000-5999 | | 53,632,818 | 54,484,848 |
| 6170 | Land Improvements | | 78,000 | |
| 6200 | Buildings, New & Improvement | | 742,278 | 1,719,349 |
| 6201 | DSA Plan Check Fees | | | 32,625 |
| 6215 | Architect Fees | | | 6,172 |
| 6272 | Construction Management Fees | | | 4,480 |
| 6290 | Build/Improv Inspection | | 5,000 | 13,515 |
| 6400 | EQUIPMENT \$5000+ | | 2,310,261 | 37,523 |
| 6500 | EQUIPMENT REPLACEMENT \$5,000+ | | 93,514 | 162,360 |
| | TOTAL: 6xxx | | 3,229,052 | 1,976,024 |
| | *SUB-TOTAL:1000-6999 | | 56,861,870 | 56,460,872 |
| 7130 | STATE SPECIAL SCHOOLS | | 3,500 | 3,500 |
| 7142 | OTHER EXCESS COST SCOE | | 1,295,000 | 1,034,180 |
| 7350 | DIRECT/INDIRECT INTERFUND | | 166,097- | 155,482- |
| 7612 | INTERFUND TRSF GEN TO SP RES | | 53,908 | 53,908 |
| 7616 | INTERFUND TRSF GEN TO CAFE | | | 1,000 |
| | TOTAL: 7xxx | | 1,186,311 | 937,106 |
| | *SUB-TOTAL:1000-7999 | | 58,048,181 | 57,397,978 |
| | **TOTAL:1000-5999 | | 53,632,818 | 54,484,848 |
| | **TOTAL:1000-6999 | | 56,861,870 | 56,460,872 |
| | **TOTAL:1000-7999 | | 58,048,181 | 57,397,978 |
| | **TOTAL:8000-8999 | | 57,125,030 | 52,806,574 |

| FUND | :09 | CHARTER SCHOOLS | | |
|------|------------------------------|-----------------|---------|-------|
| 8590 | ALL OTHER STATE REVENUE | | 73,520- | |
| 8660 | INTEREST | | 2,037 | 1,486 |
| | TOTAL: 8xxx | | 71,483- | 1,486 |
| 7619 | INTERFUND TRSF ALL OTHER OUT | | | 2,165 |
| | TOTAL: 7xxx | | | 2,165 |
| | *SUB-TOTAL:1000-7999 | | | 2,165 |

| | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|--------------------------------------|---------------------------------|-----------------------------------|
| ----- | | |
| **TOTAL:1000-5999 | | |
| **TOTAL:1000-6999 | | |
| **TOTAL:1000-7999 | | 2,165 |
| **TOTAL:8000-8999 | 71,483- | 1,486 |
| | | |
| FUND :11 | ADULT EDUCATION FUND | |
| 8290 OTHER FEDERAL INCOME | 47,075 | 51,330 |
| 8590 ALL OTHER STATE REVENUE | 298,529 | 277,007 |
| 8660 INTEREST | 750 | 750 |
| 8699 OTHER LOCAL INCOME | 490 | 490 |
| TOTAL: 8xxx | 346,844 | 329,577 |
| | | |
| 1100 CERTIFICATED TEACHERS SALARIES | 72,473 | 103,929 |
| 1104 Teacher Substitutes | 2,400 | 3,190 |
| 1105 Teachers Extra Hours | 10,240 | 5,067 |
| 1200 CERT PUPIL SUPPORT SALARIES | 36,507 | 40,000 |
| 1205 Pupil Support Extra Hours | 12,700 | 1,671 |
| 1300 CERT SUPERV & ADMIN SALARIES | 18,081 | 18,081 |
| TOTAL: 1xxx | 152,401 | 171,938 |
| | | |
| 2201 Classified Support - Overtime | 1,557 | 1,500 |
| 2400 Clerical & Office Salaries | 34,573 | 34,498 |
| 2403 Clerical & Office - Extra Duty | 2,000 | 2,000 |
| TOTAL: 2xxx | 38,130 | 37,998 |
| | | |
| 3101 STRS CERTIFICATED | 23,826 | 37,891 |
| 3201 PERS CERTIFICATED | | 5,819 |
| 3202 PERS CLASSIFIED | 7,576 | 6,855 |
| 3301 Social Security Certificated | | 2,490 |
| 3302 OASDI CL | 2,380 | 2,203 |
| 3311 MEDICARE CERTIFICATED | 2,160 | 2,544 |
| 3312 MEDICARE CLASSIFIED | 570 | 547 |
| 3401 HEALTH & WELFARE CERTIFICATED | 2,600 | 3,939 |
| 3402 HEALTH & WELFARE CLASSIFIED | 1,500 | 1,430 |
| 3501 Unemployment Certificated | 99 | 94 |
| 3502 Unemployment Classified | 34 | 19 |
| 3601 WORKERS COMP CERTIFICATED | 2,545 | 2,864 |
| 3602 WORKERS COMP CLASSIFIED | 673 | 504 |
| TOTAL: 3xxx | 43,963 | 67,199 |
| | | |
| 4200 Books other than Textbooks | 2,699 | 1,044 |
| 4300 SUPPLIES | 135,402 | 80,194 |
| 4400 Inventoried Supplies \$500-4999 | 22,432 | 25,387 |
| TOTAL: 4xxx | 160,533 | 106,625 |
| | | |
| 5200 Travel & Conference, Training | 16,100 | 8,045 |
| 5210 Travel & Conf Mileage | 2,500 | 2,000 |
| 5300 DUES AND MEMBERSHIP | 1,500 | 750 |
| 5600 Repairs | | 50 |
| 5620 Leases | 5,000 | 2,000 |
| 5750 TF Direct Costs Interfund | 5,000 | 1,000 |

| FUND | :11 | ADULT EDUCATION FUND | | |
|----------------------|-----------------------------|----------------------|---------------------------------|-----------------------------------|
| | | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 5800 | OTHER SERVICES & OPERATIONS | | 46,348 | 35,350 |
| | TOTAL: 5xxx | | 76,448 | 49,195 |
| *SUB-TOTAL:1000-5999 | | | 471,475 | 432,955 |
| 7350 | DIRECT/INDIRECT INTERFUND | | 19,622 | 16,306 |
| | TOTAL: 7xxx | | 19,622 | 16,306 |
| *SUB-TOTAL:1000-7999 | | | 491,097 | 449,261 |
| **TOTAL:1000-5999 | | | 471,475 | 432,955 |
| **TOTAL:1000-6999 | | | 471,475 | 432,955 |
| **TOTAL:1000-7999 | | | 491,097 | 449,261 |
| **TOTAL:8000-8999 | | | 346,844 | 329,577 |

| FUND | :12 | CHILD DEVELOPMEN FUND | | |
|----------------------|-----------------------------|-----------------------|---------|---------|
| 8290 | OTHER FEDERAL INCOME | | 300,199 | 307,169 |
| 8590 | ALL OTHER STATE REVENUE | | 545,757 | 615,482 |
| 8660 | INTEREST | | 1,211 | 1,211 |
| | TOTAL: 8xxx | | 847,167 | 923,862 |
| 5800 | OTHER SERVICES & OPERATIONS | | 793,013 | 879,807 |
| | TOTAL: 5xxx | | 793,013 | 879,807 |
| *SUB-TOTAL:1000-5999 | | | 793,013 | 879,807 |
| 7350 | DIRECT/INDIRECT INTERFUND | | 52,403 | 42,844 |
| | TOTAL: 7xxx | | 52,403 | 42,844 |
| *SUB-TOTAL:1000-7999 | | | 845,416 | 922,651 |
| **TOTAL:1000-5999 | | | 793,013 | 879,807 |
| **TOTAL:1000-6999 | | | 793,013 | 879,807 |
| **TOTAL:1000-7999 | | | 845,416 | 922,651 |
| **TOTAL:8000-8999 | | | 847,167 | 923,862 |

| FUND | :13 | CAFETERIA FUND | | |
|------|------------------------------|----------------|-----------|-----------|
| 8220 | CHILD NUTRITION PROG FEDERAL | | 1,924,010 | 1,593,241 |
| 8290 | OTHER FEDERAL INCOME | | 100,000 | 100,000 |
| 8520 | CHILD NUTRITION | | 125,000 | 125,000 |
| 8634 | FOOD SERVICES SALE | | 7,200 | 293,293 |
| 8660 | INTEREST | | 250 | 1,750 |
| 8699 | OTHER LOCAL INCOME | | 2,500 | 2,500 |
| 8916 | INTERFUND TRSF CAFETERIA | | | 1,000 |
| | TOTAL: 8xxx | | 2,158,960 | 2,116,784 |
| 2200 | CLASSIFIED SUPPORT SALARIES | | 495,884 | 500,617 |

| FUND :13 CAFETERIA FUND | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|-------------------------|---------------------------------|---------------------------------|-----------------------------------|
| 2203 | Class Support Extra Duty | 2,217 | 16,608 |
| 2204 | Class Support Sub | 27,482 | 26,262 |
| 2300 | CLASS SUPERV & ADMIN SALARIES | 73,836 | 71,685 |
| 2400 | Clerical & Office Salaries | 72,516 | 71,037 |
| TOTAL: 2xxx | | 671,935 | 686,209 |
| 3202 | PERS CLASSIFIED | 133,042 | 127,020 |
| 3302 | OASDI CL | 40,169 | 40,537 |
| 3312 | MEDICARE CLASSIFIED | 9,399 | 9,484 |
| 3402 | HEALTH & WELFARE CLASSIFIED | 149,618 | 141,744 |
| 3502 | Unemployment Classified | 330 | 339 |
| 3602 | WORKERS COMP CLASSIFIED | 11,037 | 11,060 |
| 3701 | OPEB, Allocated, Certificated | 4,112 | |
| 3942 | Classified Cash in Lieu | 6,051 | 4,655 |
| TOTAL: 3xxx | | 353,758 | 334,839 |
| 4300 | SUPPLIES | 107,705 | 85,272 |
| 4400 | Inventoried Supplies \$500-4999 | 20,800 | |
| 4700 | FOOD | 682,750 | 683,077 |
| TOTAL: 4xxx | | 811,255 | 768,349 |
| 5200 | Travel & Conference, Training | 3,500 | 3,778 |
| 5210 | Travel & Conf Mileage | 1,140 | 1,140 |
| 5300 | DUES AND MEMBERSHIP | 5,000 | 5,000 |
| 5600 | Repairs | 35,100 | 36,850 |
| 5610 | Rentals | 238 | |
| 5750 | TF Direct Costs Interfund | 1,000 | 1,000 |
| 5800 | OTHER SERVICES & OPERATIONS | 47,606 | 19,466 |
| 5930 | Cellular Phones/Pagers | 524 | 525 |
| TOTAL: 5xxx | | 94,108 | 67,759 |
| *SUB-TOTAL:1000-5999 | | 1,931,056 | 1,857,156 |
| 6200 | Buildings, New & Improvement | 70,000 | |
| 6400 | EQUIPMENT \$5000+ | | 100,000 |
| TOTAL: 6xxx | | 70,000 | 100,000 |
| *SUB-TOTAL:1000-6999 | | 2,001,056 | 1,957,156 |
| 7350 | DIRECT/INDIRECT INTERFUND | 94,072 | 96,332 |
| TOTAL: 7xxx | | 94,072 | 96,332 |
| *SUB-TOTAL:1000-7999 | | 2,095,128 | 2,053,488 |
| **TOTAL:1000-5999 | | 1,931,056 | 1,857,156 |
| **TOTAL:1000-6999 | | 2,001,056 | 1,957,156 |
| **TOTAL:1000-7999 | | 2,095,128 | 2,053,488 |
| **TOTAL:8000-8999 | | 2,158,960 | 2,116,784 |

| FUND :14 | DEFERRED MAINTENANCE FUND |
|----------|---------------------------|
|----------|---------------------------|

| FUND | :14 | DEFERRED MAINTENANCE FUND | |
|----------------------|-----|---------------------------------|-----------------------------------|
| | | | |
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| 8660 INTEREST | | 5 | 104 |
| TOTAL: 8xxx | | 5 | 104 |
| 5600 Repairs | | | 15,707 |
| TOTAL: 5xxx | | | 15,707 |
| *SUB-TOTAL:1000-7999 | | | 15,707 |
| **TOTAL:1000-5999 | | | 15,707 |
| **TOTAL:1000-6999 | | | 15,707 |
| **TOTAL:1000-7999 | | | 15,707 |
| **TOTAL:8000-8999 | | 5 | 104 |

| FUND | :17 | SPECIAL RESERVE FUND-NO CAPTL | |
|-----------------------------------|-----|-------------------------------|--------|
| | | | |
| 8660 INTEREST | | 35,000 | 35,000 |
| TOTAL: 8xxx | | 35,000 | 35,000 |
| 7612 INTERFUND TRSF GEN TO SP RES | | 53,908 | 53,908 |
| TOTAL: 7xxx | | 53,908 | 53,908 |
| *SUB-TOTAL:1000-7999 | | 53,908 | 53,908 |
| **TOTAL:1000-5999 | | | |
| **TOTAL:1000-6999 | | | |
| **TOTAL:1000-7999 | | 53,908 | 53,908 |
| **TOTAL:8000-8999 | | 35,000 | 35,000 |

| FUND | :20 | Special Reserve Fund for PEB | |
|----------------------------------|-----|------------------------------|--------|
| | | | |
| 8660 INTEREST | | 8,700 | 8,700 |
| 8912 INTFD TRANSFER SPEC RESERVE | | 53,908 | 53,908 |
| TOTAL: 8xxx | | 62,608 | 62,608 |
| *SUB-TOTAL:1000-7999 | | | |
| **TOTAL:1000-5999 | | | |
| **TOTAL:1000-6999 | | | |
| **TOTAL:1000-7999 | | | |
| **TOTAL:8000-8999 | | 62,608 | 62,608 |

| FUND | :21 | BUILDING FUND | |
|----------------------------------|-----|---------------|--------|
| | | | |
| 8660 INTEREST | | 600 | 922 |
| TOTAL: 8xxx | | 600 | 922 |
| 5800 OTHER SERVICES & OPERATIONS | | 668,596 | 37,944 |
| TOTAL: 5xxx | | 668,596 | 37,944 |

| FUND :21 | | BUILDING FUND | |
|----------------------|------------------------------|---------------------------------|-----------------------------------|
| | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
| *SUB-TOTAL:1000-5999 | | 668,596 | 37,944 |
| 6100 | Land acquis & addition | 4,142,722 | |
| 6200 | Buildings, New & Improvement | 31,416- | 7,419 |
| 6201 | DSA Plan Check Fees | | 22 |
| 6215 | Architect Fees | 3,202,989 | 24,042 |
| 6250 | PLANNING COSTS | 9,180 | 9,180 |
| TOTAL: 6xxx | | 7,323,475 | 40,663 |
| *SUB-TOTAL:1000-7999 | | 7,992,071 | 78,607 |
| **TOTAL:1000-5999 | | 668,596 | 37,944 |
| **TOTAL:1000-6999 | | 7,992,071 | 78,607 |
| **TOTAL:1000-7999 | | 7,992,071 | 78,607 |
| **TOTAL:8000-8999 | | 600 | 922 |

| FUND :25 | | CAPITAL FACILITIES FUND | |
|----------------------|--------------------------------|-------------------------|-----------|
| 8660 | INTEREST | 75,000 | 25,250 |
| 8681 | MITIGATION/DEVELOPER FEES | 4,059,445 | 1,879,524 |
| TOTAL: 8xxx | | 4,134,445 | 1,904,774 |
| 5800 | OTHER SERVICES & OPERATIONS | 1,590,790 | 261,060 |
| TOTAL: 5xxx | | 1,590,790 | 261,060 |
| *SUB-TOTAL:1000-5999 | | 1,590,790 | 261,060 |
| 6160 | Other Site Costs | 814 | |
| 6200 | Buildings, New & Improvement | 4,287 | 50,000 |
| 6215 | Architect Fees | | 4,000 |
| 6243 | General Contractor | 721,809 | |
| 6280 | Build/Improv Construct Testing | 47,520 | |
| 6290 | Build/Improv Inspection | 15,390 | |
| TOTAL: 6xxx | | 789,820 | 54,000 |
| *SUB-TOTAL:1000-7999 | | 2,380,610 | 315,060 |
| **TOTAL:1000-5999 | | 1,590,790 | 261,060 |
| **TOTAL:1000-6999 | | 2,380,610 | 315,060 |
| **TOTAL:1000-7999 | | 2,380,610 | 315,060 |
| **TOTAL:8000-8999 | | 4,134,445 | 1,904,774 |

| FUND :35 | | SCHOOL FACILITIES FUND | |
|-------------|--------------------------------|------------------------|---------|
| 8545 | School Facilities Apportionmen | 2,106,232 | 252,332 |
| 8660 | INTEREST | 2,300 | 1,545 |
| TOTAL: 8xxx | | 2,108,532 | 253,877 |
| 4300 | SUPPLIES | | 400 |

| FUND : 35 SCHOOL FACILITIES FUND | | 2020-2021 2nd Int Revised | 2019-2020 Negotiate Working |
|----------------------------------|------------------------------|---------------------------------|-----------------------------------|
| ----- | | | |
| TOTAL: 4xxx | | | 400 |
| 5800 | OTHER SERVICES & OPERATIONS | 128,178 | 234,662 |
| TOTAL: 5xxx | | 128,178 | 234,662 |
| *SUB-TOTAL:1000-5999 | | 128,178 | 235,062 |
| 6160 | Other Site Costs | 4,300 | |
| 6200 | Buildings, New & Improvement | | 17,938 |
| 6215 | Architect Fees | 107,250 | |
| 6243 | General Contractor | 1,987,458 | |
| 6290 | Build/Improv Inspection | 15,390 | |
| 6400 | EQUIPMENT \$5000+ | | |
| TOTAL: 6xxx | | 2,114,398 | 17,938 |
| *SUB-TOTAL:1000-7999 | | 2,242,576 | 253,000 |
| **TOTAL:1000-5999 | | 128,178 | 235,062 |
| **TOTAL:1000-6999 | | 2,242,576 | 253,000 |
| **TOTAL:1000-7999 | | 2,242,576 | 253,000 |
| **TOTAL:8000-8999 | | 2,108,532 | 253,877 |

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept. /Site: Business Department

Date: 04/01/2021

Action Item

To: Board of Trustees

Information Item

From: Lisa Coronado

Attached Page 1

SUBJECT:

**APPROVAL OF CENTER JOINT UNIFIED SCHOOL DISTRICT
PAYROLL ORDERS**

**The Governing board is asked to approve the attached payroll
Orders for July 2020 through March 2021.**

**RECOMMENDATION: That the CJUSD Board of Trustees approve the
District Payroll Orders for July 2020 through March 2021.**

CONFIDENTIAL

DISTRICT PAYROLL-SUMMARIZED FOR FISCAL YEAR ENDING JUNE 30,2021

| | REGULAR | VARIABLE | SPECIAL | TOTAL PAYROLL | #OF TRANSACTIONS |
|---------|-----------------|--------------|---------|------------------|---------------------|
| JULY | \$ 955,563.57 | \$ 22,106.56 | | \$ 977,670.13 | 488 |
| AUG | \$ 2,678,548.05 | \$ 57,081.83 | | \$ 2,735,629.88 | 684 |
| SEPT | \$ 2,668,605.95 | \$ 35,215.70 | | \$ 2,703,821.65 | 662 |
| OCT | \$ 2,691,892.97 | \$ 29,054.53 | | \$ 2,720,947.50 | 644 |
| NOV | \$ 2,641,051.52 | \$ 60,007.32 | | \$ 2,701,058.84 | 653 |
| DEC | \$ 710,406.98 | \$ 34,182.63 | | \$ 744,589.61 | 380 |
| 4-Jan | \$ 1,923,769.22 | | | \$ 1,923,769.22 | 260 |
| JAN | \$ 2,631,037.12 | \$ 31,624.31 | | \$ 2,662,661.43 | 590 |
| FEB | \$ 2,611,316.06 | \$ 56,405.66 | | \$ 2,667,721.72 | 602 |
| MARCH | \$ 2,605,491.24 | \$ 97,641.33 | | \$ 2,703,132.57 | 658 |
| APRIL | | | | \$ - | |
| MAY | | | | \$ - | |
| JUNE | | | | \$ - | |
| SPECIAL | | | | \$ - | |

| | | | | |
|------------------|---------------|------|------------------|------|
| \$ 22,117,682.68 | \$ 423,319.87 | \$ - | \$ 22,541,002.55 | 5621 |
|------------------|---------------|------|------------------|------|

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Business Department

Date: March, 2021

To: Board of Trustees

From: Lisa Coronado

Action Item

Information Item

Attached Pages 53

SUBJECT: Supplemental Agenda – Commercial Warrant Registers

March 4, 2021, \$481,155.81, March 11, 2021, \$452,395.80

March 18, 2021 \$254,921.30, March 25, 2021, \$410,850.64

The commercial warrant payments to vendor's total

\$ 1,599,323.55

RECOMMENDATION: That the CJUSD Board of Trustees approve the Supplemental Agenda – Vendor Warrants as presented

COMMUNITY AGENDA

XIV-19

Batch status: A All

From batch: 0041

To batch: 0041

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

APY500 L.00.19 03/04/21 11:20 PAGE 1
 << Open >>

2

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|--|------------|-------------|----------------|----------|-------------|----------|--|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| ----- | | | | | | | | |
| 010400/00 | AT&T | | | | | | | |
| 322 | PO-210290 | 03/04/2021 | 248 | 134-8100 | 841 | 3 | 1 01-0000-0-5900-106-0000-8110-007-000 | NN P |
| | | | | | | | | 9.36 |
| | | | | | | | | 9.36 |
| | | | | | | | | 9.36 |
| TOTAL PAYMENT AMOUNT 9.36 * | | | | | | | | |
| 022282/00 BRIGHT START THERAPIES | | | | | | | | |
| 1007 | PO-210973 | 03/04/2021 | 2554 | | | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P |
| | | | | | | | | 1,012.50 |
| 1007 | PO-210973 | 03/04/2021 | 2553 | | | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P |
| | | | | | | | | 2,370.00 |
| | | | | | | | | 2,370.00 |
| | | | | | | | | 2,370.00 |
| TOTAL PAYMENT AMOUNT 3,382.50 * | | | | | | | | |
| 013988/00 BUTTES/CENTER STATE PIPE & | | | | | | | | |
| 40 | PO-210040 | 03/04/2021 | S011768981.001 | | | | 1 01-8150-0-4300-106-0000-8110-007-000 | NN P |
| | | | | | | | | 18.92 |
| | | | | | | | | 18.92 |
| | | | | | | | | 18.92 |
| TOTAL PAYMENT AMOUNT 18.92 * | | | | | | | | |
| 019989/00 C19-SOLUTIONS | | | | | | | | |
| 1583 | PO-211540 | 03/04/2021 | EST.1004 | | | | 1 01-3212-0-4300-104-0000-3140-019-719 | NY F |
| | | | | | | | | 55,593.00 |
| | | | | | | | | 55,593.00 |
| | | | | | | | | 55,593.00 |
| TOTAL PAYMENT AMOUNT 55,593.00 * | | | | | | | | |
| 019989/02 C19-SOLUTIONS | | | | | | | | |
| 1594 | PO-211552 | 03/04/2021 | EST 1005 | | | | 1 01-3212-0-4300-104-0000-3140-019-719 | NY F |
| | | | | | | | | 55,593.00 |
| | | | | | | | | 55,593.00 |
| | | | | | | | | 55,593.00 |
| TOTAL PAYMENT AMOUNT 55,593.00 * | | | | | | | | |
| 010340/00 CA DEPT OF JUSTICE | | | | | | | | |
| 260 | PO-210232 | 03/04/2021 | 491787 | | | | 1 01-0000-0-5800-110-0000-7200-004-000 | NN P |
| | | | | | | | | 384.00 |
| | | | | | | | | 384.00 |
| | | | | | | | | 384.00 |
| TOTAL PAYMENT AMOUNT 384.00 * | | | | | | | | |
| 014426/00 CALDEIRA UNIFIED INC - JOSTENS | | | | | | | | |
| 1558 | PO-211527 | 03/04/2021 | 25606432 | | | | 1 01-0000-0-5800-472-1405-1000-014-000 | NN F |
| | | | | | | | | 26.29 |
| | | | | | | | | 26.29 |
| | | | | | | | | 26.29 |
| TOTAL PAYMENT AMOUNT 26.29 * | | | | | | | | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------------------------|-------------|--|---------|--------------------------------------|-----------|--------|-----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |
| 020540/00 | CALIFORNIA AMERICAN WATER CO | | | | | | | |
| 4 | PO-210004 | 03/04/2021 | 1015-210038466358 | 1 | 01-0000-0-5520-106-0000-8110-007-000 | NN | P | |
| | | | | | | 12,931.09 | | 12,931.09 |
| | | | TOTAL PAYMENT AMOUNT | | 12,931.09 * | | | 12,931.09 |
| 018384/00 | CANDID CAREER LLC | | | | | | | |
| 1547 | PO-211524 | 03/04/2021 | 1710 | 1 | 01-6520-0-5800-472-5760-1110-014-207 | NY | F | |
| | | | | | | 750.00 | | 750.00 |
| | | | TOTAL PAYMENT AMOUNT | | 750.00 * | | | 750.00 |
| 017639/00 | CDT INC. | | | | | | | |
| 263 | PO-210235 | 03/04/2021 | 49132 | 1 | 01-0000-0-5800-110-0000-7200-004-000 | NN | P | |
| | | | | | | 150.00 | | 150.00 |
| | | | TOTAL PAYMENT AMOUNT | | 150.00 * | | | 150.00 |
| 018180/00 | CITRUS HEIGHTS SAW & MOWER | | | | | | | |
| 11 | PO-210011 | 03/04/2021 | 549834 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN | P | |
| | | | | | | 235.95 | | 235.95 |
| 1605 | PO-211567 | 03/04/2021 | 549833 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN | F | |
| | | | | | | 66.52 | | 66.52 |
| 1605 | PO-211567 | 03/04/2021 | 549833 | 2 | 01-0000-0-5600-106-0000-8110-007-000 | NN | F | |
| | | | | | | 40.00 | | 40.00 |
| | | | TOTAL PAYMENT AMOUNT | | 342.47 * | | | 342.47 |
| 020550/00 | COHEN, ERIK | | | | | | | |
| 1338 | PO-211308 | 03/04/2021 | FEB MILEAGE | 1 | 01-6500-0-5210-102-5760-1191-019-000 | NN | P | |
| | | | | | | 124.77 | | 124.77 |
| | | | TOTAL PAYMENT AMOUNT | | 124.77 * | | | 124.77 |
| 021059/00 | COMCAST | | | | | | | |
| 1462 | PO-211422 | 03/04/2021 | 81554020650193863 | 1 | 01-3215-0-5940-115-1110-1000-007-000 | NN | P | |
| | | | | | | 9.95 | | 9.95 |
| | | | TOTAL PAYMENT AMOUNT | | 9.95 * | | | 9.95 |
| 014524/00 | CONTINENTAL ATHLETIC | | | | | | | |
| 1596 | PO-211563 | 03/04/2021 | 0100338 | 1 | 01-0076-0-5800-472-1110-4200-014-909 | NN | F | |
| | | | | | | 7,361.86 | | 7,361.86 |
| | | | TOTAL PAYMENT AMOUNT | | 7,361.86 * | | | 7,361.86 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------|------------------------------|-----------------|---|------------|-------------|-------|--------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |
| 010481/00 | DEMCO INC | | | | | | | |
| 1511 PO-211484 | 03/04/2021 | 6912566 | 1 01-7420-0-4300-472-1110-1000-014-000 NN F | 276.40 | 276.40 | | | |
| | | | TOTAL PAYMENT AMOUNT | 276.40 * | 276.40 | | | |
| 015203/00 | ESSDACK INT/622 | | | | | | | |
| 1581 PO-211541 | 03/04/2021 | FL-62544 | 1 01-3010-0-5800-236-1110-1000-009-103 NN F | 2,500.00 | 2,500.00 | | | |
| | | | TOTAL PAYMENT AMOUNT | 2,500.00 * | 2,500.00 | | | |
| 015567/00 | FERGUSON, JERALD | | | | | | | |
| 1525 PO-211523 | 03/04/2021 | REIMB SYMPOSIUM | 1 01-9430-0-5200-472-1110-1000-014-000 NN F | 75.00 | 75.00 | | | |
| | | | TOTAL PAYMENT AMOUNT | 75.00 * | 75.00 | | | |
| 020514/00 | GLASS WEST INC | | | | | | | |
| 1479 PO-211441 | 03/04/2021 | 44445 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | 946.47 | 946.47 | | | |
| | | | TOTAL PAYMENT AMOUNT | 946.47 * | 946.47 | | | |
| 017603/00 | HUNT, CAROL | | | | | | | |
| 156 PO-210132 | 03/01/2021 | FEB MILEAGE | 1 01-0000-0-5210-101-0000-7150-002-000 NN P | 3.75 | 3.75 | | | |
| | | | TOTAL PAYMENT AMOUNT | 3.75 * | 3.75 | | | |
| 010939/00 | IML SECURITY SUPPLY | | | | | | | |
| 898 PO-210865 | 03/04/2021 | 2791113 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | 285.29 | 285.29 | | | |
| | | | TOTAL PAYMENT AMOUNT | 285.29 * | 285.29 | | | |
| 014867/00 | INDIEFLIX GROUP INC | | | | | | | |
| 1560 PO-211528 | 03/04/2021 | 10881 | 1 01-9315-0-5800-601-1110-1000-017-120 NN F | 1,500.00 | 1,500.00 | | | |
| | | | TOTAL PAYMENT AMOUNT | 1,500.00 * | 1,500.00 | | | |
| 019223/00 | INTEGRATED FIRE SYSTEMS INC. | | | | | | | |
| 1152 PO-211108 | 03/04/2021 | 43758 | 1 01-8150-0-5800-106-0000-8110-007-000 NN F | 3,885.00 | 3,885.00 | | | |
| | | | TOTAL PAYMENT AMOUNT | 3,885.00 * | 3,885.00 | | | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|---------------|-------------------------------|---------------------------|----------------------|--------------------------------------|-------------|---------|--------|------------|------------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC | RES DEP | T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 014500/00 | JOPE, BRINA | | | | | | | | |
| 1586 | PO-211549 | 03/04/2021 reimb conf | 1 | 01-6387-0-5800-472-1110-1000-019-201 | NN F | | | 50.00 | 50.00 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 50.00 * | 50.00 |
| | | | | | | | | | |
| 014426/02 | JOSTENS | | | | | | | | |
| 1572 | PO-211559 | 03/04/2021 25461225 | 1 | 01-0000-0-5800-472-1405-1000-014-000 | NN F | | | 1,139.50 | 1,139.50 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 1,139.50 * | 1,139.50 |
| | | | | | | | | | |
| 020606/00 | KLATT, BEN | | | | | | | | |
| 1548 | PO-211525 | 03/04/2021 REIMB SUPPLIES | 1 | 01-6300-0-4300-472-1110-1000-014-000 | NN F | | | 321.09 | 321.09 |
| 1573 | PO-211560 | 03/04/2021 REIMB SUPPLIES | 1 | 01-6300-0-4300-472-1110-1000-014-000 | NN F | | | 11.38 | 11.38 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 332.47 * | 332.47 |
| | | | | | | | | | |
| 015777/00 | MATH UNITY LLC | | | | | | | | |
| 1541 | PO-211501 | 03/04/2021 1416291 | 1 | 01-3010-0-4300-236-1110-1000-009-111 | NN F | | | 2,670.25 | 2,670.25 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 2,670.25 * | 2,670.25 |
| | | | | | | | | | |
| 022406/00 | MAXIM HEALTHCARE SERVICES INC | | | | | | | | |
| 761 | PO-210727 | 03/04/2021 E2581610262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN P | | | 6,560.00 | 6,560.00 |
| 1450 | PO-211412 | 03/04/2021 E2580410262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN P | | | 2,486.55 | 2,486.55 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 9,046.55 * | 9,046.55 |
| | | | | | | | | | |
| 019087/00 | MCCARTY, MELADEE | | | | | | | | |
| 1585 | PO-211548 | 03/04/2021 JAN 2021 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NY P | | | 1,300.00 | 1,300.00 |
| 1585 | PO-211548 | 03/04/2021 FEB 2021 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NY P | | | 900.00 | 900.00 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 2,200.00 * | 2,200.00 |
| | | | | | | | | | |
| 019059/00 | MILLENNIUM TERMITE & PEST | | | | | | | | |
| 7 | PO-210007 | 03/04/2021 TR-71099 | 1 | 01-0000-0-5500-106-0000-8110-007-000 | NN P | | | 91.00 | 91.00 |
| 7 | PO-210007 | 03/04/2021 TR-72628 | 1 | 01-0000-0-5500-106-0000-8110-007-000 | NN P | | | 57.00 | 57.00 |
| 7 | PO-210007 | 03/04/2021 TR-72628 | 1 | 01-0000-0-5500-106-0000-8110-007-000 | NN P | | | 59.00 | 59.00 |
| | | | TOTAL PAYMENT AMOUNT | | | | | 207.00 * | 207.00 |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|-------------------------------|-------------|----------------|--------------|--|-------------|------------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| 018419/00 | NCPS | | | | | | | | |
| 696 | PO-210660 | 03/04/2021 | NCPS4520 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN P | 3,174.48 | 3,174.48 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 3,174.48 * | 3,174.48 | |
| 017576/00 | OFFICE DEPOT | | | | | | | | |
| 1013 | PO-210994 | 03/04/2021 | 159358185001 | 1 | 01-0000-0-4300-371-1110-1000-012-000 | NN F | 20.72 | 17.23 | |
| 1391 | PO-211355 | 03/04/2021 | 151611159001 | 1 | 01-6300-0-4300-236-1110-1000-009-000 | NN P | 6.92 | 6.92 | |
| 1391 | PO-211355 | 03/04/2021 | 151611158001 | 1 | 01-6300-0-4300-236-1110-1000-009-000 | NN F | 87.34 | 87.35 | |
| 1508 | PO-211470 | 03/04/2021 | 155929179001 | 1 | 01-0000-0-4300-105-0000-7200-005-000 | NN F | 128.46 | 128.46 | |
| 1513 | PO-211474 | 03/04/2021 | 156645750001 | 1 | 01-6300-0-4300-238-1110-1000-010-000 | NN F | 135.60 | 135.60 | |
| 1532 | PO-211491 | 03/04/2021 | 159462174001 | 1 | 01-0000-0-4300-240-1110-1000-011-000 | NN P | 395.81 | 395.81 | |
| 1532 | PO-211491 | 03/04/2021 | 159462175001 | 1 | 01-0000-0-4300-240-1110-1000-011-000 | NN F | 99.88 | 99.88 | |
| 1537 | PO-211497 | 03/04/2021 | 158031928001 | 1 | 01-0740-0-4300-112-0000-7200-022-302 | NN F | 61.41 | 61.41 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 932.66 * | 932.66 | |
| 014069/00 | PLATT ELECTRIC SUPPLY INC | | | | | | | | |
| 1291 | PO-211254 | 03/04/2021 | 1166857 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN P | 55.78 | 55.78 | |
| 1291 | PO-211254 | 03/04/2021 | 1166861 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN P | 221.32 | 221.32 | |
| 1291 | PO-211254 | 03/04/2021 | Z834293 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN P | 348.26 | 348.26 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 625.36 * | 625.36 | |
| 022525/00 | POST-IT LLC | | | | | | | | |
| 271 | PO-210242 | 03/01/2021 | DECEMBER2020 | 1 | 01-0000-0-5800-110-0000-7200-004-000 | NN P | 60.00 | 60.00 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 60.00 * | 60.00 | |
| 017736/00 | PRICE, KAREN | | | | | | | | |
| 1578 | PO-211537 | 03/04/2021 | REIMB SUPPLIES | 1 | 01-0000-0-4300-371-5750-1110-012-000 | NN F | 50.91 | 50.91 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 50.91 * | 50.91 | |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | |
| PV-210086 | 03/01/2021 | 180382778 | | | 01-0740-0-5800-112-0000-3600-022-302 | NN | | 58.69 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 58.69 * | 58.69 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|--|------------|-------------|--------------|---------|--------------------------------------|----------|-----------|-------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 010627/00 RIVERVIEW INTERNATIONAL TRUCKS | | | | | | | | | |
| 1575 | PO-211534 | 03/04/2021 | 288455 | 1 | 01-0740-0-4300-112-0000-3600-022-302 | NN F | | 1,569.54 | 1,569.54 |
| 1575 | PO-211534 | 03/04/2021 | 288455 | 2 | 01-0740-0-5600-112-0000-3600-022-302 | NN F | | 968.00 | 993.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,562.54 * | 2,562.54 |
| 010266/00 SACRAMENTO COUNTY UTILITIES | | | | | | | | | |
| 296 | PO-210262 | 03/04/2021 | 50006974207 | 1 | 01-0000-0-5520-106-0000-8110-007-000 | N P | | 803.35 | 803.35 |
| 296 | PO-210262 | 03/04/2021 | 50000878608 | 1 | 01-0000-0-5520-106-0000-8110-007-000 | N P | | 148.19 | 148.19 |
| 296 | PO-210262 | 03/04/2021 | 50000878546 | 1 | 01-0000-0-5520-106-0000-8110-007-000 | N P | | 314.51 | 314.51 |
| 296 | PO-210262 | 03/04/2021 | 50010762482 | 1 | 01-0000-0-5520-106-0000-8110-007-000 | N P | | 173.99 | 173.99 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 1,440.04 * | 1,440.04 |
| 021954/00 SACRAMENTO FORKLIFT | | | | | | | | | |
| 1482 | PO-211449 | 03/04/2021 | 47373 | 1 | 01-0000-0-5200-106-0000-8110-007-000 | NN F | | 225.00 | 225.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 225.00 * | 225.00 |
| 018385/00 SCHOOL NURSE SUPPLY INC. | | | | | | | | | |
| 1378 | PO-211342 | 03/04/2021 | 0821581-IN | 1 | 01-0740-0-4300-104-0000-3140-019-128 | NN F | | 1,017.05 | 627.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 627.00 * | 627.00 |
| 011500/00 SCHOOLS INSURANCE AUTHORITY | | | | | | | | | |
| PV-210087 | 03/03/2021 | MARCH 2021 | | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | | 44,907.65 |
| PV-210087 | 03/03/2021 | MARCH 2021 | | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | | 11,475.95 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 56,383.60 * | 56,383.60 |
| 017106/00 SCHOOLS INSURANCE AUTHORITY | | | | | | | | | |
| PV-210088 | 03/04/2021 | MARCH 2021 | | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | | 4,842.07 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 4,842.07 * | 4,842.07 |
| 017106/02 SCHOOLS INSURANCE AUTHORITY | | | | | | | | | |
| PV-210089 | 03/04/2021 | MARCH 2021 | | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | | 2,311.92 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,311.92 * | 2,311.92 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|----------------------|-----------------------|-------------|---------------------|---------|--------------------------------------|----------|-----------|---------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 020811/00 | SHRED-IT USA LLC | | | | | | | | |
| 61 | PO-210188 | 03/04/2021 | 818474998 | 1 | 01-0000-0-5800-472-0000-2700-014-000 | NN | P | 39.57 | 39.57 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 39.57 * | 39.57 |
| | | | | | | | | | |
| 015259/00 | SUNBELT RENTALS INC | | | | | | | | |
| 1606 | PO-211568 | 03/04/2021 | 110365355 | 1 | 01-0000-0-5610-106-0000-8110-007-000 | NN | F | 1,691.68 | 1,691.68 |
| 1606 | PO-211568 | 03/04/2021 | 110365355 | 2 | 01-0000-0-4300-106-0000-8110-007-000 | NN | F | 837.33 | 837.33 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,529.01 * | 2,529.01 |
| | | | | | | | | | |
| 022064/00 | T-MOBILE | | | | | | | | |
| 798 | PO-210761 | 03/04/2021 | 970563729 | 1 | 01-3215-0-5940-115-1110-1000-007-000 | NN | P | 2,405.80 | 2,405.80 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,405.80 * | 2,405.80 |
| | | | | | | | | | |
| 021318/00 | THE STUDENT ADVANTAGE | | | | | | | | |
| 1544 | PO-211513 | 03/04/2021 | #6 | 1 | 01-6520-0-5800-472-5760-1110-014-207 | NY | F | 150.00 | 150.00 |
| 1544 | PO-211513 | 03/04/2021 | #6 | 2 | 01-6520-0-5200-472-5760-1110-014-207 | NY | F | 150.00 | 150.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 300.00 * | 300.00 |
| | | | | | | | | | |
| 021111/00 | ULINE | | | | | | | | |
| 1597 | PO-211554 | 03/04/2021 | 130330469 | 1 | 01-0000-0-4300-106-0000-8200-007-000 | NN | F | 243.57 | 243.57 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 243.57 * | 243.57 |
| | | | | | | | | | |
| 016439/00 | WEAVER, SANDRA | | | | | | | | |
| 1557 | PO-211526 | 03/04/2021 | REIMB GOLF SUPPLIES | 1 | 01-0076-0-4300-472-1110-4200-014-809 | NN | F | 380.20 | 380.20 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 380.20 * | 380.20 |
| | | | | | | | | | |
| 014344/00 | WILLIAMS, NICHOLAS | | | | | | | | |
| 1589 | PO-211543 | 03/04/2021 | FEB MILEAGE | 1 | 01-0000-0-5210-115-0000-2420-021-000 | NN | F | 42.56 | 42.56 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 42.56 * | 42.56 |
| TOTAL FUND PAYMENT | | | | | | | | 247,037.63 ** | 247,037.63 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|------------|------------------------------|--------------|--------------------------------------|-------------------------|-----------|------------|----------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | |
| 011041/00 | | CALIFORNIA COUNCIL FOR ADULT | | | | | | |
| 1540 PO-211508 | 03/04/2021 | 21-30239 | 1 | 11-6391-0-5200-600-4130-1000-015-000 | NN F | 100.00 | 100.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | 100.00 * | 100.00 | |
| TOTAL FUND PAYMENT | | | | | | 100.00 ** | 100.00 | |

| Vendor/Addr | Remit name | Req Reference | Date | Description | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|-------------|-------------------------------|---------------|-----------|-------------|------------|--------------|---|-------------|--------------|------------|-----------|
| | | | | | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| 022586/00 | D&P Creamery | | | | | | | | | | |
| 67 | PO-210062 | 03/04/2021 | 50105 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,359.08 | 1,359.08 | |
| 67 | PO-210062 | 03/04/2021 | 50110 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 923.07 | 923.07 | |
| 67 | PO-210062 | 03/04/2021 | 50120 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 762.93 | 762.93 | |
| 67 | PO-210062 | 03/04/2021 | 50125 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,063.21 | 1,063.21 | |
| 67 | PO-210062 | 03/04/2021 | 50130 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 636.15 | 636.15 | |
| 67 | PO-210062 | 03/04/2021 | 50135 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 489.35 | 489.35 | |
| | | | | | | | TOTAL PAYMENT AMOUNT | | 5,233.79 * | | 5,233.79 |
| 021080/00 | GOLD STAR FOODS INC | | | | | | | | | | |
| 70 | PO-210065 | 03/04/2021 | 3728001 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 71.25 | 71.25 | |
| 70 | PO-210065 | 03/04/2021 | 3708575 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,693.17 | 1,693.17 | |
| 70 | PO-210065 | 03/04/2021 | 3711225 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 37.80 | 37.80 | |
| | | | | | | | TOTAL PAYMENT AMOUNT | | 1,802.22 * | | 1,802.22 |
| 019993/00 | PROPACIFIC FRESH | | | | | | | | | | |
| 75 | PO-210070 | 03/04/2021 | 60270 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,522.83 | 1,522.83 | |
| 75 | PO-210070 | 03/04/2021 | 61883 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,180.93 | 1,180.93 | |
| 75 | PO-210070 | 03/04/2021 | 60507 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,113.93 | 1,113.93 | |
| 75 | PO-210070 | 03/04/2021 | 61169 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 1,175.05 | 1,175.05 | |
| 75 | PO-210070 | 03/04/2021 | 62230 | | | | 1 13-5310-0-4700-108-0000-3700-020-000 NN P | | 2,052.47 | 2,052.47 | |
| | | | | | | | TOTAL PAYMENT AMOUNT | | 7,045.21 * | | 7,045.21 |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | | | |
| 76 | PO-210071 | 03/04/2021 | 180385326 | | | | 1 13-5310-0-5800-108-0000-3700-020-000 NN P | | 44.68 | 44.68 | |
| | | | | | | | TOTAL PAYMENT AMOUNT | | 44.68 * | | 44.68 |
| | | | | | | | TOTAL FUND | PAYMENT | 14,125.90 ** | | 14,125.90 |

BATCH: 0041 3-4-2021

<< Open >>

FUND : 25

CAPITAL FACILITIES FUND

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-----------------------------|-------------|--|---------|-------------|-----------|--------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |
| 021045/00 | CALDWELL FLORES WINTERS INC | | | | | | | |
| 1464 PO-211425 | 03/04/2021 #27 | | 1 25-9010-0-5800-242-0000-8500-007-628 | NN P | 19,384.00 | 19,384.00 | | |
| 1468 PO-211429 | 03/04/2021 #27 | | 1 25-9010-0-5800-472-0000-8500-007-638 | NN P | 2,456.00 | 2,456.00 | | |
| TOTAL PAYMENT AMOUNT | | | 21,840.00 * | | | 21,840.00 | | |
| 014446/00 | GEOCON CONSULTANTS INC | | | | | | | |
| 1190 PO-211143 | 03/04/2021 2210104407 | | 2 25-9010-0-6280-238-0000-8500-007-630 | NN P | 5,695.00 | 5,695.00 | | |
| TOTAL PAYMENT AMOUNT | | | 5,695.00 * | | | 5,695.00 | | |
| 010563/00 | MHL ENTERPRISES | | | | | | | |
| 1187 PO-211140 | 03/04/2021 833 | | 2 25-9010-0-6290-238-0000-8500-007-630 | NY P | 2,660.00 | 2,660.00 | | |
| TOTAL PAYMENT AMOUNT | | | 2,660.00 * | | | 2,660.00 | | |
| TOTAL FUND PAYMENT | | | 30,195.00 ** | | | 30,195.00 | | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---|-----------------------------|-------------|--------------|--------------------------------------|-------------|----------|-----------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| 017855/00 | BRCO CONSTRUCTORS INC | | | | | | | |
| 943 PO-210908 | 03/04/2021 #2 | | 4 | 35-7710-0-6243-238-0000-8500-007-630 | NN P | | 179,166.28 | 179,166.28 |
| TOTAL PAYMENT AMOUNT | | | | | | | 179,166.28 * | 179,166.28 |
| 021045/00 | CALDWELL FLORES WINTERS INC | | | | | | | |
| 1465 PO-211426 | 03/04/2021 #28 | | 1 | 35-7710-0-5800-238-0000-8500-007-630 | NN P | | 10,531.00 | 10,531.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | 10,531.00 * | 10,531.00 |
| TOTAL FUND PAYMENT | | | | | | | 189,697.28 ** | 189,697.28 |
| TOTAL BATCH PAYMENT | | | | | | | 481,155.81 *** | 481,155.81 |
| TOTAL DISTRICT PAYMENT | | | | | | | 481,155.81 **** | 481,155.81 |
| TOTAL FOR ALL DISTRICTS: | | | | | | | 481,155.81 **** | 481,155.81 |
| Number of checks to be printed: 65, not counting voids due to stub overflows. | | | | | | | | 481,155.81 |

Batch status: A All

From batch: 0042

To batch: 0042

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 1
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef | | | | | |
|----------------------|-------------------------------|-------------|----------------|---------|--------------------------------------|------|-----|--------|----------|-----|-----|-------|------------|------------|
| Req Reference | Date | Description | FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | | | | | | |
| 019553/00 | ACORN ARBORICULTURAL SERVICES | | | | | | | | | | | | | |
| 1315 | PO-211279 | 03/08/2021 | 25088 | 1 | 01-0000-0-5800-106-0000-8110-007-000 | NN | P | | | | | | 3,010.00 | 3,010.00 |
| 1315 | PO-211279 | 03/08/2021 | 24538 | 1 | 01-0000-0-5800-106-0000-8110-007-000 | NN | F | | | | | | 410.00 | 410.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 3,420.00 * | 3,420.00 |
| | | | | | | | | | | | | | | |
| 020392/00 | ALPHA CERAMIC SUPPLIES INC | | | | | | | | | | | | | |
| 1549 | PO-211504 | 03/11/2021 | 367187 | 1 | 01-6300-0-4300-371-1110-1000-012-000 | NN | F | | | | | | 172.94 | 172.94 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 172.94 * | 172.94 |
| | | | | | | | | | | | | | | |
| 019362/00 | AMAZON CAPITAL SERVICES INC | | | | | | | | | | | | | |
| 1456 | PO-211418 | 03/11/2021 | 1MXR-LGVD-CPRM | 1 | 01-5630-0-4300-601-1421-1000-017-120 | NN | F | | | | | | 671.10 | 671.11 |
| 1480 | PO-211448 | 03/11/2021 | 1C6V-LDXT-J9JL | 1 | 01-7420-0-4300-472-1110-1000-014-000 | NN | M | | | | | | -33.42 | -33.42 |
| 1480 | PO-211448 | 03/11/2021 | 1C6V-LDXT-J9JL | 1 | 01-7420-0-4300-472-1110-1000-014-000 | NN | F | | | | | | 119.41 | 85.99 |
| 1566 | PO-211521 | 03/11/2021 | 19JQ-61LL-DHHH | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | F | | | | | | 64.54 | 64.54 |
| 1587 | PO-211522 | 03/11/2021 | 1KHG-4K6W-39TM | 1 | 01-7420-0-4300-104-0000-3140-019-714 | NN | P | | | | | | 213.34 | 213.34 |
| 1591 | PO-211545 | 03/11/2021 | 1PFV-LK64-69DV | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | | | | | | 20.45 | 20.45 |
| 1571 | PO-211546 | 03/11/2021 | 17GK-PLR6-9L13 | 1 | 01-7420-0-4300-472-1110-1000-014-000 | NN | F | | | | | | 67.30 | 67.30 |
| 1592 | PO-211550 | 03/11/2021 | 1HCK-H1DH-NWWT | 1 | 01-0000-0-4200-103-0000-7200-019-000 | NN | F | | | | | | 71.66 | 71.67 |
| 1595 | PO-211553 | 03/11/2021 | 13TG-VDV9-LLLC | 1 | 01-7420-0-4300-472-1110-1000-014-000 | NN | F | | | | | | 669.47 | 669.47 |
| 1601 | PO-211564 | 03/11/2021 | 1NGG-VNWD-GX9R | 1 | 01-3410-0-4300-472-1110-1000-014-207 | NN | F | | | | | | 420.80 | 420.80 |
| 1613 | PO-211575 | 03/11/2021 | 117W-CP3X-1JXD | 1 | 01-7420-0-4300-472-1110-1000-014-000 | NN | F | | | | | | 209.80 | 209.80 |
| 1614 | PO-211576 | 03/11/2021 | 169N-6T7X-1V1Q | 1 | 01-0000-0-4300-371-1110-1000-012-000 | NN | F | | | | | | 364.20 | 362.50 |
| 1618 | PO-211579 | 03/11/2021 | 1NGG-VNWD-C1M6 | 1 | 01-0740-0-4300-475-3200-2700-015-106 | NN | F | | | | | | 53.86 | 53.86 |
| 1620 | PO-211581 | 03/11/2021 | 1KCG-QXVD-D3Q7 | 1 | 01-0000-0-4300-602-0001-1000-015-000 | NN | F | | | | | | 33.45 | 33.44 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 2,910.85 * | 2,910.85 |
| | | | | | | | | | | | | | | |
| 011481/00 | AT&T | | | | | | | | | | | | | |
| 6 | PO-210006 | 03/11/2021 | 9391028109 | 1 | 01-0000-0-5930-106-0000-8110-007-000 | NN | P | | | | | | 5,815.57 | 5,815.57 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | 5,815.57 * | 5,815.57 |
| | | | | | | | | | | | | | | |
| 021604/00 | ATLAS DISPOSAL INDUSTRIES | | | | | | | | | | | | | |
| 5 | PO-210005 | 03/11/2021 | 1031 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 287.99 | 287.99 |
| 5 | PO-210005 | 03/11/2021 | 149397 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 449.72 | 449.72 |
| 5 | PO-210005 | 03/11/2021 | 149398 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 935.88 | 935.88 |
| 5 | PO-210005 | 03/11/2021 | 149399 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 431.74 | 431.74 |
| 5 | PO-210005 | 03/11/2021 | 149400 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 307.06 | 307.06 |
| 5 | PO-210005 | 03/11/2021 | 149401 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 315.45 | 315.45 |
| 5 | PO-210005 | 03/11/2021 | 149402 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN | P | | | | | | 604.72 | 604.72 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 2
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------|-------------|--|---------|-------------|-------|--------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |

021604 (CONTINUED)

| | | | | | | | | |
|----------------------|------------|--------|---|------------|----------|--|--|--|
| 5 PO-210005 | 03/11/2021 | 149403 | 1 01-0000-0-5525-106-0000-8110-007-000 NN P | 409.90 | 409.90 | | | |
| 5 PO-210005 | 03/11/2021 | 149404 | 1 01-0000-0-5525-106-0000-8110-007-000 NN P | 157.66 | 157.66 | | | |
| 5 PO-210005 | 03/11/2021 | 189672 | 1 01-0000-0-5525-106-0000-8110-007-000 NN P | 737.60 | 737.60 | | | |
| 5 PO-210005 | 03/11/2021 | 1032 | 1 01-0000-0-5525-106-0000-8110-007-000 NN P | 686.93 | 686.93 | | | |
| 5 PO-210005 | 03/11/2021 | 170966 | 1 01-0000-0-5525-106-0000-8110-007-000 NN P | 3,605.62 | 3,605.62 | | | |
| TOTAL PAYMENT AMOUNT | | | | 8,930.27 * | 8,930.27 | | | |

010988/00 BIDDLE, SHAHRZAD

| | | | | | | | | |
|----------------------|------------|----------------|---|---------|-------|--|--|--|
| 1643 PO-211628 | 03/11/2021 | REIMB PURCHASE | 1 01-6300-0-4300-240-1110-1000-011-000 NN F | 85.81 | 85.81 | | | |
| TOTAL PAYMENT AMOUNT | | | | 85.81 * | 85.81 | | | |

010150/00 BURKETTS OFFICE SUPPLIES

| | | | | | | | | |
|----------------------|------------|-----------|---|---------|-------|--|--|--|
| 1577 PO-211536 | 03/11/2021 | 1452548-0 | 1 01-0740-0-4300-475-3200-2700-015-106 NN F | 26.20 | 26.20 | | | |
| TOTAL PAYMENT AMOUNT | | | | 26.20 * | 26.20 | | | |

013988/00 BUTTES/CENTER STATE PIPE &

| | | | | | | | | |
|----------------------|------------|----------------|---|---------|-------|--|--|--|
| 1386 PO-211350 | 03/11/2021 | S011797116.001 | 1 01-8150-0-4300-106-0000-8110-007-000 NN P | 66.19 | 66.19 | | | |
| TOTAL PAYMENT AMOUNT | | | | 66.19 * | 66.19 | | | |

020305/00 CDW GOVERNMENT INC.

| | | | | | | | | |
|----------------------|------------|---------|---|----------|--------|--|--|--|
| 1491 PO-211453 | 03/11/2021 | 7965133 | 1 01-0000-0-4300-115-0000-7700-021-000 NN F | 56.11 | 56.11 | | | |
| 1536 PO-211496 | 03/11/2021 | 8595124 | 1 01-0000-0-5800-115-0000-7700-021-000 NN F | 232.95 | 232.95 | | | |
| 1542 PO-211502 | 03/11/2021 | 8439153 | 1 01-0000-0-4300-234-1110-1000-008-000 NN F | 115.22 | 115.22 | | | |
| 1546 PO-211503 | 03/11/2021 | 8432675 | 1 01-0740-0-4300-475-3200-2700-015-106 NN F | 83.46 | 83.46 | | | |
| TOTAL PAYMENT AMOUNT | | | | 487.74 * | 487.74 | | | |

020138/00 COMMUNITY MATTERS

| | | | | | | | | |
|----------------------|------------|---------------|---|----------|--------|--|--|--|
| 1582 PO-211562 | 03/11/2021 | CONTRACT 4523 | 1 01-9315-0-5200-601-1110-1000-017-120 NN F | 600.00 | 600.00 | | | |
| TOTAL PAYMENT AMOUNT | | | | 600.00 * | 600.00 | | | |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 3
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|------------|------------------------------|--|---------|-------------|------------|------------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | | Liq Amt | Net Amount | |
| 015415/00 | | COMPLIANCE SIGNS | | | | | | |
| 1503 PO-211466 | 03/11/2021 | 1319338 | 1 01-8150-0-4300-106-0000-8110-007-000 | NN F | | 80.50 | 80.50 | |
| 1503 PO-211466 | 03/11/2021 | 1319338 | 2 01-8150-0-5800-106-0000-8110-007-000 | NN F | | 96.19 | 96.18 | |
| TOTAL PAYMENT AMOUNT | | | | | | 176.68 * | 176.68 | |
| 021813/00 | | CONSOLIDATED COMMUNICATIONS | | | | | | |
| 195 PO-210163 | 03/11/2021 | 916-150-1610/0 | 1 01-0000-0-5900-106-0000-8110-007-000 | NN F | | 3,505.96 | 4,443.13 | |
| TOTAL PAYMENT AMOUNT | | | | | | 4,443.13 * | 4,443.13 | |
| 010236/00 | | CREATIVE BUS SALES | | | | | | |
| 26 PO-210026 | 03/11/2021 | 11028095 | 1 01-0740-0-4300-112-0000-3600-022-302 | NN P | | 66.88 | 66.88 | |
| TOTAL PAYMENT AMOUNT | | | | | | 66.88 * | 66.88 | |
| 010625/00 | | CULLIGAN WATER OF SACRAMENTO | | | | | | |
| 524 PO-210492 | 03/11/2021 | 4953 | 1 01-0740-0-5600-112-0000-3600-022-302 | NN P | | 42.25 | 42.25 | |
| TOTAL PAYMENT AMOUNT | | | | | | 42.25 * | 42.25 | |
| 011166/00 | | DAILY JOURNAL CORPORATION | | | | | | |
| 1672 PO-211634 | 03/11/2021 | A3438918 | 1 01-0000-0-5800-106-0000-8500-007-630 | NN F | | 296.10 | 296.10 | |
| TOTAL PAYMENT AMOUNT | | | | | | 296.10 * | 296.10 | |
| 010592/00 | | EWING IRRIGATION PRODUCTS | | | | | | |
| 1526 PO-211487 | 03/11/2021 | 13612070 | 1 01-0000-0-4300-106-0000-8110-007-000 | NN P | | 218.73 | 218.73 | |
| TOTAL PAYMENT AMOUNT | | | | | | 218.73 * | 218.73 | |
| 011132/00 | | FEDEX | | | | | | |
| 1609 PO-211573 | 03/11/2021 | 7-289-86562 | 1 01-0000-0-5800-115-0000-7700-021-000 | NN F | | 12.16 | 12.16 | |
| TOTAL PAYMENT AMOUNT | | | | | | 12.16 * | 12.16 | |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 4
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-------------------------------|-------------|-----------------|---------|--------------------------------------|----------|-----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| ----- | | | | | | | | |
| 010408/00 | FERRELLGAS | | | | | | | |
| 1645 | PO-211598 | 03/11/2021 | 98967977 | 1 | 01-0000-0-5610-106-0000-8110-007-000 | NN | F | 12.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 12.00 |
| | | | | | | | | 12.00 |
| | | | | | | | | |
| 014507/00 | HORIZON DISTRIBUTORS | | | | | | | |
| 527 | PO-210495 | 03/11/2021 | 2A219455 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN | F | 219.70 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 170.80 |
| | | | | | | | | 170.80 |
| | | | | | | | | |
| 010939/00 | IML SECURITY SUPPLY | | | | | | | |
| 898 | PO-210865 | 03/11/2021 | 2796984 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | 64.82 |
| 898 | PO-210865 | 03/11/2021 | 2798180 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | 425.62 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 490.44 |
| | | | | | | | | 490.44 |
| | | | | | | | | |
| 019223/00 | INTEGRATED FIRE SYSTEMS INC. | | | | | | | |
| 784 | PO-210749 | 03/11/2021 | 43821 | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN | F | 4,520.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 4,520.00 |
| | | | | | | | | 4,520.00 |
| | | | | | | | | |
| 021789/00 | JABBERGYM INC | | | | | | | |
| 550 | PO-210518 | 03/11/2021 | 13467 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | 39,115.77 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 39,115.77 |
| | | | | | | | | 39,115.77 |
| | | | | | | | | |
| 010609/00 | KELLY MOORE PAINT COMPANY INC | | | | | | | |
| 1665 | PO-211619 | 03/11/2021 | 203-00000357283 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | F | 973.45 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 973.45 |
| | | | | | | | | 973.45 |
| | | | | | | | | |
| 022406/00 | MAXIM HEALTHCARE SERVICES INC | | | | | | | |
| 761 | PO-210727 | 03/11/2021 | E2636420262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | 8,200.00 |
| 1450 | PO-211412 | 03/11/2021 | E2635400262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | 3,113.70 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 11,313.70 |
| | | | | | | | | 11,313.70 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 5
<< Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef | | | | |
|----------------------|-------------------------------|-------------|--------------|---------|-------------|--------------------------------------|------|--------|----------|-----|-------|-------------|------------|
| Req Reference | Date | Description | FD RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | | | | | |
| 011565/00 | MAZDA ROSEVILLE | | | | | | | | | | | | |
| 1619 | PO-211580 | 03/11/2021 | STOCK 80357 | HYUNDAI | 1 | 01-0201-0-6400-100-0000-7200-000-000 | NN | P | | | | 19,462.71 | 19,462.71 |
| 1619 | PO-211580 | 03/11/2021 | STOCK 80354 | | 1 | 01-0201-0-6400-100-0000-7200-000-000 | NN | F | | | | 18,969.29 | 18,428.31 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 37,891.02 * | 37,891.02 |
| | | | | | | | | | | | | | |
| 015787/00 | O'REILLY AUTO PARTS | | | | | | | | | | | | |
| 32 | PO-210032 | 03/11/2021 | 1333147 | | 1 | 01-0740-0-4300-112-0000-3600-022-302 | NN | P | | | | 619.02 | 619.02 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 619.02 * | 619.02 |
| | | | | | | | | | | | | | |
| 017576/00 | OFFICE DEPOT | | | | | | | | | | | | |
| 1539 | PO-211500 | 03/11/2021 | 158867828001 | | 1 | 01-0000-0-4300-240-0000-2700-011-000 | NN | F | | | | 46.56 | 36.61 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 36.61 * | 36.61 |
| | | | | | | | | | | | | | |
| 011345/00 | PLACER LEARNING CENTER | | | | | | | | | | | | |
| 522 | PO-210490 | 03/11/2021 | FEB2021 | | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | | | | 9,615.26 | 9,615.26 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 9,615.26 * | 9,615.26 |
| | | | | | | | | | | | | | |
| 014069/00 | PLATT ELECTRIC SUPPLY INC | | | | | | | | | | | | |
| 1291 | PO-211254 | 03/11/2021 | 1J14315 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 12.43 | 12.43 |
| 1291 | PO-211254 | 03/11/2021 | 1J06484 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 3.10 | 3.10 |
| 1291 | PO-211254 | 03/11/2021 | 1I84888 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 10.74 | 10.74 |
| 1291 | PO-211254 | 03/11/2021 | Z835964 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 156.58 | 156.58 |
| 1291 | PO-211254 | 03/11/2021 | Z835998 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 7.43 | 7.43 |
| 1291 | PO-211254 | 03/11/2021 | 1I91261 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | | | | 15.54 | 15.54 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 205.82 * | 205.82 |
| | | | | | | | | | | | | | |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | | | | | |
| 33 | PO-210033 | 03/11/2021 | 180385811 | | 1 | 01-0740-0-5800-112-0000-3600-022-302 | NN | P | | | | 60.12 | 60.12 |
| 33 | PO-210033 | 03/11/2021 | 180385327 | | 1 | 01-0740-0-5800-112-0000-3600-022-302 | NN | P | | | | 60.12 | 60.12 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | 120.24 * | 120.24 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 6
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| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-------------------------------|-----------------|------------|---|---------|-------------|-------------|------------|----------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | | Liq Amt | Net Amount | |
| 014786/00 | SCHOOL SPECIALTY INC | | | | | | | | |
| 953 PO-210917 | 03/11/2021 | 308103685620 | | 1 01-6300-0-4300-236-1110-1000-009-000 NN P | | | 78.89 | 78.89 | |
| 953 PO-210917 | 03/11/2021 | 208126710221 | | 1 01-6300-0-4300-236-1110-1000-009-000 NN P | | | 51.72 | 51.72 | |
| 953 PO-210917 | 03/11/2021 | 208126743427 | | 1 01-6300-0-4300-236-1110-1000-009-000 NN F | | | 45.14 | 32.21 | |
| 1199 PO-211162 | 03/11/2021 | 308103703357 | | 1 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 643.83 | 300.00 | |
| 1207 PO-211167 | 03/11/2021 | 202501755133 | | 1 01-6300-0-4300-371-1110-1000-012-000 NN P | | | 141.31 | 141.31 | |
| 1207 PO-211167 | 03/11/2021 | 202501755153 | | 1 01-6300-0-4300-371-1110-1000-012-000 NN F | | | 194.12 | 258.37 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 862.50 * | 862.50 | |
| 010373/00 | SCHOOLS INSURANCE AUTHORITY | | | | | | | | |
| 1671 PO-211624 | 03/11/2021 | 2011-2022UST-01 | | 1 01-0740-0-5800-112-0000-3600-022-302 NN F | | | 645.96 | 645.96 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 645.96 * | 645.96 | |
| 016043/00 | SHELTONS UNLIMITED MECHANICAL | | | | | | | | |
| 1457 PO-211420 | 03/11/2021 | 21-24844 | | 1 01-8150-0-5600-106-9265-8110-007-000 NN F | | | 9,920.00 | 9,920.00 | |
| 1457 PO-211420 | 03/11/2021 | 21-24844 | | 2 01-8150-0-6500-106-9265-8110-007-000 NN F | | | 10,042.30 | 10,042.30 | |
| 1457 PO-211420 | 03/11/2021 | 21-24844 | | 3 01-8150-0-4300-106-9265-8110-007-000 NN F | | | 334.03 | 334.03 | |
| 1457 PO-211420 | 03/11/2021 | 21-24844 | | 4 01-8150-0-5800-106-9265-8110-007-000 NN F | | | 130.00 | 130.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 20,426.33 * | 20,426.33 | |
| 020811/00 | SHRED-IT USA LLC | | | | | | | | |
| 238 PO-210223 | 03/11/2021 | 8181540796 | | 1 01-0000-0-5800-106-0000-8110-007-000 NN P | | | 108.32 | 108.32 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 108.32 * | 108.32 | |
| 019683/00 | SIERRA FOOTHILLS ACADEMY | | | | | | | | |
| 694 PO-210658 | 03/11/2021 | 1635 | | 1 01-6500-0-5800-102-5760-1180-019-000 NN P | | | 1,006.25 | 1,006.25 | |
| 694 PO-210658 | 03/11/2021 | 1668 | | 1 01-6500-0-5800-102-5760-1180-019-000 NN P | | | 165.00 | 165.00 | |
| 694 PO-210658 | 03/11/2021 | 1618 | | 1 01-6500-0-5800-102-5760-1180-019-000 NN P | | | 1,512.20 | 1,512.20 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 2,683.45 * | 2,683.45 | |
| 020983/00 | SIERRA PACIFIC TURF SUPPLY | | | | | | | | |
| 16 PO-210016 | 03/11/2021 | 0592825-IN | | 1 01-0000-0-4300-106-0000-8110-007-000 NN P | | | 101.82 | 101.82 | |
| 16 PO-210016 | 03/11/2021 | 0592824-IN | | 1 01-0000-0-4300-106-0000-8110-007-000 NN P | | | 364.21 | 364.21 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 466.03 * | 466.03 | |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 7
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|------------------------------|-------------|---------------------|---------|--------------------------------------|----------|-----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| 017265/00 | SIERRA SCHOOL AT EASTERN | | | | | | | |
| 1103 | PO-211069 | 03/11/2021 | INV110094 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | 2,822.50 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,822.50 |
| 010263/00 | SMUD | | | | | | | |
| 2 | PO-210002 | 03/11/2021 | 7000000347 | 1 | 01-0000-0-5510-106-0000-8110-007-000 | NN | P | 39,812.64 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 39,812.64 |
| 022024/00 | SPARKS, JEREMY | | | | | | | |
| 1664 | PO-211618 | 03/11/2021 | REIMB CONF | 1 | 01-3010-0-5200-236-1110-1000-009-103 | NN | F | 159.71 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 159.71 |
| 015259/00 | SUNBELT RENTALS INC | | | | | | | |
| 1636 | PO-211593 | 03/10/2021 | 110365355-0002 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN | F | 143.39 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 143.39 |
| 014079/00 | TK ELEVATOR | | | | | | | |
| 408 | PO-210373 | 03/11/2021 | 3005804998 | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN | P | 318.69 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 318.69 |
| 011554/00 | TRACTOR SUPPLY CO | | | | | | | |
| 19 | PO-210019 | 03/08/2021 | 6035-3012-0347-6674 | 1 | 01-0000-0-4300-106-0000-8110-007-000 | NN | P | 103.93 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 103.93 |
| 016370/00 | TWIN RIVERS UNIFIED SCH DIST | | | | | | | |
| 656 | PO-210619 | 03/11/2021 | 210471 | 1 | 01-0000-0-5800-105-0000-8300-005-000 | NN | P | 11,833.33 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 11,833.33 |
| 018679/00 | VANDEN BOS ELECTRIC INC. | | | | | | | |
| 1631 | PO-211587 | 03/11/2021 | 21004-001 | 1 | 01-8150-0-6200-106-0000-8500-007-636 | NN | F | 23,700.00 |
| 1633 | PO-211588 | 03/11/2021 | 21003-001 | 1 | 01-8150-0-6200-106-0000-8500-007-636 | NN | P | 4,855.34 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 28,555.34 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/11/21 11:08 PAGE 8
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef | | | | | | |
|----------------------|-----------------------|------------|--------------|---------|--------------------------------------|----|------|--------|----------|------|-----|-----|-------|---------------|------------|
| Req | Reference | Date | Description | FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | | | | | | | |
| 010552/00 | WAXIE SANITARY SUPPLY | | | | | | | | | | | | | | |
| 105 | PO-210100 | 03/11/2021 | 79839866 | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN | P | | | | | | | 31.00 | 31.00 |
| 105 | PO-210100 | 03/11/2021 | 79847988 | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN | P | | | | | | | 994.48 | 994.48 |
| 105 | PO-210100 | 03/11/2021 | 79847969 | 1 | 01-0000-0-9320-000-0000-0000-000-000 | NN | P | | | | | | | 44.80 | 44.80 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | | | | | | 1,070.28 * | 1,070.28 |
| | | | | | | | | | | | | | | | |
| TOTAL FUND PAYMENT | | | | | | | | | | | | | | 242,868.03 ** | 242,868.03 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 11 ADULT EDUCATION FUND

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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | | |
|----------------------|--------------------------------|-------------|--------------|-----------|--------------------------------------|-------|----------|-----------|-----------|------------|
| Req Reference | Date | Description | | FD RESO P | OBJE SIT | GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | | |
| 020834/00 | CASAS NATIONAL SUMMER INSTITUT | | | | | | | | | |
| 1604 | PO-211566 | 03/11/2021 | 208446 | 1 | 11-6391-0-5200-600-4130-1000-015-000 | NN | F | | 700.00 | 700.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | | 700.00 * | 700.00 |
| TOTAL FUND PAYMENT | | | | | | | | | 700.00 ** | 700.00 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 13 CAFETERIA FUND

APY500 L.00.19 03/11/21 11:08 PAGE 10
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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|----------------------|-------------------------------|-------------|---------------|------------|--------------------------------------|----------|-----------|-------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 011602/00 | DANIELSEN CO., THE | | | | | | | | |
| 68 | PO-210063 | 03/11/2021 | 244784 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | N | P | 4,934.97 | 4,934.97 |
| 68 | PO-210063 | 03/11/2021 | 244784 | 2 | 13-5310-0-4300-108-0000-3700-020-000 | N | P | 8.00 | 8.00 |
| TOTAL PAYMENT AMOUNT | | | | 4,942.97 * | | | | | 4,942.97 |
| | | | | | | | | | |
| 017051/00 | DAVIS, LAURA | | | | | | | | |
| 1651 | PO-211610 | 03/11/2021 | REIMB FOOD | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN | F | 60.29 | 60.29 |
| TOTAL PAYMENT AMOUNT | | | | 60.29 * | | | | | 60.29 |
| | | | | | | | | | |
| 013938/00 | KUTSENKO, OLGA | | | | | | | | |
| 1625 | PO-211590 | 03/11/2021 | PARENT REFUND | 1 | 13-5310-0-8634-000-0000-0000-000-000 | NN | F | 61.90 | 61.90 |
| TOTAL PAYMENT AMOUNT | | | | 61.90 * | | | | | 61.90 |
| | | | | | | | | | |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | |
| 76 | PO-210071 | 03/11/2021 | 180385810 | 1 | 13-5310-0-5800-108-0000-3700-020-000 | NN | P | 44.68 | 44.68 |
| TOTAL PAYMENT AMOUNT | | | | 44.68 * | | | | | 44.68 |
| | | | | | | | | | |
| 011422/00 | SYSCO OF SAN FRANCISCO | | | | | | | | |
| 81 | PO-210076 | 03/11/2021 | 331108286 | 2 | 13-5310-0-4300-108-0000-3700-020-000 | NN | P | 448.46 | 448.46 |
| 81 | PO-210076 | 03/11/2021 | 331108286 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN | P | 1,555.60 | 1,555.60 |
| TOTAL PAYMENT AMOUNT | | | | 2,004.06 * | | | | | 2,004.06 |
| | | | | | | | | | |
| TOTAL FUND | | | | PAYMENT | | | | 7,113.90 ** | 7,113.90 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 25 CAPITAL FACILITIES FUND

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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|---------------|-----------------|-------------|--------------|----------------------|--------------------------------------|----------|-----------|-------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| 010563/00 | MHL ENTERPRISES | | | | | | | | |
| 1187 | PO-211140 | 03/11/2021 | 833 | | | | | | |
| | | | | 2 | 25-9010-0-6290-238-0000-8500-007-630 | NY | P | 2,660.00 | 2,660.00 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 2,660.00 * | 2,660.00 |
| 015434/00 | MTW GROUP | | | | | | | | |
| 1505 | PO-211468 | 03/11/2021 | 18404 | | | | | | |
| | | | | 1 | 25-9010-0-6215-238-0000-8500-007-630 | NN | P | 2,000.00 | 2,000.00 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 2,000.00 * | 2,000.00 |
| | | | | TOTAL FUND PAYMENT | | | | 4,660.00 ** | 4,660.00 |

081 CENTER UNIFIED SCHOOL DISTRICT J36808
3-11-21

ACCOUNTS PAYABLE PRELIST
BATCH: 0042 03-11-21
FUND : 35 SCHOOL FACILITIES FUND

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| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------------------------|----------------|-------------|---|--------------------------------------|-------------|-----------------|------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| 022531/00 | ENVIROPLEX INC | | | | | | | |
| PO-202373 | 03/11/2021 | 5994 | 2 | 35-7710-0-6243-238-0000-8500-007-630 | NN P | 197,053.87 | 197,053.87 | |
| TOTAL PAYMENT AMOUNT | | | | | | 197,053.87 * | 197,053.87 | |
| TOTAL FUND PAYMENT | | | | | | 197,053.87 ** | 197,053.87 | |
| TOTAL BATCH PAYMENT | | | | | | 452,395.80 *** | 0.00 | 452,395.80 |
| TOTAL DISTRICT PAYMENT | | | | | | 452,395.80 **** | 0.00 | 452,395.80 |
| TOTAL FOR ALL DISTRICTS: | | | | | | 452,395.80 **** | 0.00 | 452,395.80 |
| Number of checks to be printed: | | | 54, not counting voids due to stub overflows. | | | | | 452,395.80 |

Batch status: A All

From batch: 0044

To batch: 0044

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef |
|---------------|------------|-------------------------------|-----------------------|----------------------|---|-------------|----------|----|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | | Net Amount | |
| ----- | | | | | | | | | | |
| 019553/00 | | ACORN ARBORICULTURAL SERVICES | | | | | | | | |
| 1316 | PO-211280 | 03/18/2021 | 25163 | | 1 01-0000-0-5800-106-0000-8110-007-000 NN F | | 2,720.00 | | 2,720.00 | |
| | | | | TOTAL PAYMENT AMOUNT | | 2,720.00 * | | | 2,720.00 | |
| | | | | | | | | | | |
| 011248/00 | | AED SUPERSTORE | | | | | | | | |
| 765 | PO-210729 | 03/18/2021 | 1796325 | | 1 01-0000-0-4300-472-0000-2700-014-000 NN F | | 12.82 | | 12.82 | |
| | | | | TOTAL PAYMENT AMOUNT | | 12.82 * | | | 12.82 | |
| | | | | | | | | | | |
| 021794/00 | | AERIES SOFTWARE | | | | | | | | |
| 1453 | PO-211447 | 03/18/2021 | CONF-20392 | | 1 01-6500-0-5200-102-5060-2100-019-000 NN F | | 150.00 | | 150.00 | |
| 1499 | PO-211463 | 03/18/2021 | CONF-20393 | | 1 01-0000-0-5200-105-0000-7200-005-000 NN F | | 150.00 | | 150.00 | |
| | | | | TOTAL PAYMENT AMOUNT | | 300.00 * | | | 300.00 | |
| | | | | | | | | | | |
| 010669/00 | | ALHAMBRA & SIERRA SPRINGS | | | | | | | | |
| 218 | PO-210182 | 03/18/2021 | reissue47824530010721 | | 1 01-8150-0-5600-106-0000-8110-007-000 NN P | | 30.00 | | 30.00 | |
| 218 | PO-210182 | 03/18/2021 | 4782453030421 | | 1 01-8150-0-5600-106-0000-8110-007-000 NN P | | 34.00 | | 34.00 | |
| 218 | PO-210182 | 03/18/2021 | reissue27053384782453 | | 2 01-8150-0-4300-106-0000-8110-007-000 NN P | | 90.69 | | 90.69 | |
| 218 | PO-210182 | 03/18/2021 | 47824530 | | 2 01-8150-0-4300-106-0000-8110-007-000 NN P | | 69.89 | | 69.89 | |
| 219 | PO-210183 | 03/18/2021 | 4781257010721-reissue | | 1 01-0740-0-4300-112-0000-3600-022-302 NN P | | 15.77 | | 15.77 | |
| 219 | PO-210183 | 03/18/2021 | 4781257030421 | | 1 01-0740-0-4300-112-0000-3600-022-302 NN P | | 96.86 | | 96.86 | |
| 219 | PO-210183 | 03/18/2021 | reissue-4781257010721 | | 2 01-0740-0-5600-112-0000-3600-022-302 NN P | | 7.99 | | 7.99 | |
| 219 | PO-210183 | 03/18/2021 | 4781257030421 | | 2 01-0740-0-5600-112-0000-3600-022-302 NN P | | 7.99 | | 7.99 | |
| 226 | PO-210186 | 03/18/2021 | reissue4781839010721 | | 1 01-0740-0-4300-475-3200-2700-015-106 NN P | | 23.76 | | 23.76 | |
| 226 | PO-210186 | 03/18/2021 | 4781839030421 | | 1 01-0740-0-4300-475-3200-2700-015-106 NN F | | 27.47 | | 42.92 | |
| 226 | PO-210186 | 03/18/2021 | reissue4781839030421 | | 2 01-0740-0-5600-475-3200-2700-015-106 NN P | | 7.99 | | 7.99 | |
| 226 | PO-210186 | 03/18/2021 | 4781839030421 | | 2 01-0740-0-5600-475-3200-2700-015-106 NN P | | 7.99 | | 7.99 | |
| 249 | PO-210208 | 03/18/2021 | reissue4780818010621 | | 2 01-0000-0-5600-105-0000-7200-005-000 NN P | | 6.99 | | 6.99 | |
| 249 | PO-210208 | 03/18/2021 | 4780818030621 | | 2 01-0000-0-5600-105-0000-7200-005-000 NN P | | 6.99 | | 6.99 | |
| 249 | PO-210208 | 03/18/2021 | reissue4780818010621 | | 1 01-0000-0-4300-105-0000-7200-005-000 NN P | | 23.76 | | 23.76 | |
| 249 | PO-210208 | 03/18/2021 | 4780818030621 | | 1 01-0000-0-4300-105-0000-7200-005-000 NN P | | 24.94 | | 24.94 | |
| 258 | PO-210230 | 03/18/2021 | reissue47807940010721 | | 2 01-0000-0-5600-110-0000-7200-004-000 NN P | | 8.50 | | 8.50 | |
| 258 | PO-210230 | 03/18/2021 | 47807940030421 | | 2 01-0000-0-5600-110-0000-7200-004-000 NN P | | 8.50 | | 8.50 | |
| 258 | PO-210230 | 03/18/2021 | 47807940010721 | | 1 01-0000-0-4300-110-0000-7200-004-000 NN P | | 32.75 | | 32.75 | |
| 258 | PO-210230 | 03/18/2021 | 47807940030421 | | 1 01-0000-0-4300-110-0000-7200-004-000 NN P | | 34.03 | | 34.03 | |
| | | | | TOTAL PAYMENT AMOUNT | | 582.31 * | | | 582.31 | |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------|-----------------------------|----------------------|------------|--------------|--|-------------|-----------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| 019362/00 | AMAZON CAPITAL SERVICES INC | | | | | | | | |
| 1455 PO-211417 | 03/18/2021 | 1c1f-krrf-gkvt | | 1 | 01-5630-0-4300-601-1421-1000-017-120 NN P | | 1,611.41 | 1,611.41 | |
| 1455 PO-211417 | 03/18/2021 | 1G7Y-WD2D-MMMK | | 1 | 01-5630-0-4300-601-1421-1000-017-120 NN P | | 830.64 | 830.64 | |
| 1455 PO-211417 | 03/18/2021 | REFUND | | 1 | 01-5630-0-4300-601-1421-1000-017-120 NN M | | -64.50 | -64.50 | |
| 1455 PO-211417 | 03/18/2021 | 1N4D-X1K9-9JRS | | 1 | 01-5630-0-4300-601-1421-1000-017-120 NN P | | 10.76 | 10.76 | |
| 1455 PO-211417 | 03/18/2021 | 16T9-DXMF-6DKH | | 1 | 01-5630-0-4300-601-1421-1000-017-120 NN F | | 1,991.84 | 1,970.10 | |
| 1522 PO-211492 | 03/18/2021 | 1R7L-L1JH-FY7Y | | 1 | 01-6500-0-4300-102-5770-1191-019-000 NN F | | 32.22 | 32.23 | |
| 1612 PO-211574 | 03/18/2021 | 16CV-DR9J-17Y9 | | 1 | 01-6500-0-4300-102-5750-1110-019-000 NN F | | 91.10 | 91.12 | |
| 1688 PO-211639 | 03/18/2021 | 1377-LTQF-9P9C | | 1 | 01-0740-0-4300-475-3200-2700-015-106 NN F | | 48.41 | 48.41 | |
| | | TOTAL PAYMENT AMOUNT | | | 4,530.17 * | | | 4,530.17 | |
| 022001/00 | ANGLIN, HALEY | | | | | | | | |
| 1695 PO-211651 | 03/18/2021 | reimb conference | | 1 | 01-3010-0-5200-236-1110-1000-009-103 NN F | | 159.71 | 159.71 | |
| | | TOTAL PAYMENT AMOUNT | | | 159.71 * | | | 159.71 | |
| 010564/00 | APPLE COMPUTER | | | | | | | | |
| 1611 PO-211570 | 03/18/2021 | AE3314325 | | 1 | 01-6300-0-4400-234-1110-1000-008-000 NN F | | 1,296.92 | 1,296.92 | |
| 1640 PO-211595 | 03/18/2021 | AE34071380 | | 1 | 01-6500-0-4300-102-5760-1191-019-000 NN F | | 1,370.58 | 1,370.58 | |
| 1677 PO-211626 | 03/18/2021 | AE34060656 | | 1 | 01-6300-0-4300-234-1110-1000-008-000 NN F | | 160.55 | 160.55 | |
| | | TOTAL PAYMENT AMOUNT | | | 2,828.05 * | | | 2,828.05 | |
| 020600/00 | ASTRO PAVING INC | | | | | | | | |
| 1624 PO-211585 | 03/18/2021 | 4266 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 NN F | | 2,907.20 | 2,907.20 | |
| 1624 PO-211585 | 03/18/2021 | 4266 | | 2 | 01-8150-0-5600-106-0000-8110-007-000 NN F | | 11,628.80 | 11,628.80 | |
| | | TOTAL PAYMENT AMOUNT | | | 14,536.00 * | | | 14,536.00 | |
| 018533/00 | ATKINSON ANDELSON LOYA RUDD | | | | | | | | |
| 257 PO-210229 | 03/18/2021 | 617626 | | 1 | 01-0000-0-5880-105-0000-7200-005-000 NE P | | 8,553.56 | 8,553.56 | |
| | | TOTAL PAYMENT AMOUNT | | | 8,553.56 * | | | 8,553.56 | |
| 015121/00 | B.J. FLOORING INC | | | | | | | | |
| 1458 PO-211421 | 03/18/2021 | 2009663 | | 1 | 01-8150-0-6200-106-0000-8500-007-000 NN F | | 8,763.00 | 8,763.00 | |
| | | TOTAL PAYMENT AMOUNT | | | 8,763.00 * | | | 8,763.00 | |

| Vendor/Addr | Remit name | | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------|------------------------------|-------------|------------|--|---------|-------------|-----------|------------|----------|
| Reg Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | | Liq Amt | Net Amount | |
| ----- | | | | | | | | | | |
| 022347/00 | | BLAISDELLS BUSINESS PRODUCTS | | | | | | | | |
| 1433 | PO-211397 | 03/18/2021 | C1567421-0 | | 1 01-0000-0-4300-110-0000-7200-004-000 | NN M | | -355.54 | -355.54 | |
| 1433 | PO-211397 | 03/18/2021 | 1586045 | | 1 01-0000-0-4300-110-0000-7200-004-000 | NN F | | 711.08 | 355.54 | |
| 1639 | PO-211594 | 03/18/2021 | 1596121-3 | | 1 01-0000-0-4300-105-0000-7200-005-000 | NN P | | 114.20 | 114.20 | |
| 1639 | PO-211594 | 03/18/2021 | 1596121-3 | | 1 01-0000-0-4300-105-0000-7200-005-000 | NN P | | 31.23 | 31.23 | |
| 1639 | PO-211594 | 03/18/2021 | 1596121-0 | | 1 01-0000-0-4300-105-0000-7200-005-000 | NN F | | 44.83 | 44.83 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 190.26 * | | 190.26 | |
| | | | | | | | | | | |
| 022282/00 | | BRIGHT START THERAPIES | | | | | | | | |
| 1007 | PO-210973 | 03/18/2021 | 2560 | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 2,430.00 | 2,430.00 | |
| 1007 | PO-210973 | 03/18/2021 | 2559 | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 911.25 | 911.25 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 3,341.25 * | | 3,341.25 | |
| | | | | | | | | | | |
| 014487/00 | | CASBO | | | | | | | | |
| 1588 | PO-211542 | 03/18/2021 | 634042 | | 1 01-0000-0-5200-105-0000-7200-005-000 | NN P | | 265.00 | 265.00 | |
| 1588 | PO-211542 | 03/18/2021 | 634043 | | 1 01-0000-0-5200-105-0000-7200-005-000 | NN F | | 265.00 | 265.00 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 530.00 * | | 530.00 | |
| | | | | | | | | | | |
| 021036/00 | | CCHAT CENTER | | | | | | | | |
| 690 | PO-210654 | 03/18/2021 | CENTER2-21M | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 450.00 | 450.00 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 450.00 * | | 450.00 | |
| | | | | | | | | | | |
| 020305/00 | | CDW GOVERNMENT INC. | | | | | | | | |
| 1663 | PO-211617 | 03/18/2021 | 9179271 | | 1 01-3215-0-4300-115-1110-1000-007-000 | NN F | | 5,538.63 | 5,538.63 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 5,538.63 * | | 5,538.63 | |
| | | | | | | | | | | |
| 016707/00 | | CHARIS YOUTH CENTER | | | | | | | | |
| 717 | PO-210681 | 03/18/2021 | JV022021 | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 3,510.00 | 3,510.00 | |
| 717 | PO-210681 | 03/18/2021 | JV022021 | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 14,035.00 | 14,035.00 | |
| 717 | PO-210681 | 03/18/2021 | VIC0221 | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 5,250.00 | 5,250.00 | |
| 717 | PO-210681 | 03/18/2021 | VIC0221BIS | | 1 01-6500-0-5800-102-5760-1180-019-000 | NN P | | 4,625.12 | 4,625.12 | |
| | | | | | TOTAL PAYMENT AMOUNT | | 27,420.12 * | | 27,420.12 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|----------------------|----------------|--------------|--------------------------------------|-------------|----------|-----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt |
| | | | | | | | | Net Amount |
| 020635/00 | CHILDERS, LISA | | | | | | | |
| 1719 PO-211678 | 03/18/2021 | REIMB PURCHASE | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN F | | | 21.51 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 21.51 * |
| | | | | | | | | 21.51 |
| 010433/00 | COUNTY OF SACRAMENTO | | | | | | | |
| 1700 PO-211655 | 03/18/2021 | 63544 | 1 | 01-0000-0-5525-106-0000-8110-007-000 | NN F | | | 120.70 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 120.70 * |
| | | | | | | | | 120.70 |
| 010481/00 | DEMCO INC | | | | | | | |
| 1579 PO-211538 | 03/18/2021 | 6918875 | 1 | 01-0000-0-4300-371-0000-2420-012-000 | NN F | | | 30.06 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 40.58 * |
| | | | | | | | | 40.58 |
| 010721/00 | EMUNA SUPPLY COMPANY | | | | | | | |
| 1436 PO-211400 | 03/18/2021 | MASK | 1 | 01-7388-0-4300-106-0000-8200-007-990 | NN F | | | 775.80 |
| 1610 PO-211569 | 03/18/2021 | MASKS | 1 | 01-7388-0-4300-106-0000-8200-007-990 | NN F | | | 1,163.70 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 1,939.50 * |
| | | | | | | | | 1,939.50 |
| 019662/00 | FARREL, JASON | | | | | | | |
| 1730 PO-211686 | 03/18/2021 | REIMB SUPPLIES | 1 | 01-0000-0-4300-236-1110-1000-009-000 | NN F | | | 196.98 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 196.98 * |
| | | | | | | | | 196.98 |
| 014292/00 | FLINN SCIENTIFIC INC | | | | | | | |
| 1551 PO-211515 | 03/18/2021 | 2541607 | 1 | 01-6300-0-4300-472-1110-1000-014-000 | NN F | | | 287.15 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 236.49 * |
| | | | | | | | | 236.49 |
| 016926/00 | FUTURE FLEET CENTER | | | | | | | |
| 1692 PO-211641 | 03/18/2021 | 197577 | 1 | 01-0740-0-4300-112-0000-3600-022-302 | NN F | | | 2,046.73 |
| 1692 PO-211641 | 03/18/2021 | 197577 | 2 | 01-0740-0-5600-112-0000-3600-022-302 | NN P | | | 519.95 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 2,566.68 * |
| | | | | | | | | 2,566.68 |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|-------------------------------|-------------|---------------------|----------------------|-----------|---|----------|------------|-----------|
| Req Reference | Date | Description | | | FD RESO P | OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | |
| ----- | | | | | | | | | |
| 017618/00 | GOPHER SPORT | | | | | | | | |
| 1608 | PO-211572 | 03/18/2021 | IN24091 | | 1 | 01-6300-0-4300-234-1110-1000-008-000 NN F | 3,276.26 | | 3,236.68 |
| | | | | TOTAL PAYMENT AMOUNT | | 3,236.68 * | | | 3,236.68 |
| 016963/00 | HEARTLAND ALLIANCE HEALTH | | | | | | | | |
| 410 | PO-210421 | 03/18/2021 | 18116, ACCT 2454 | | 1 | 01-0740-0-5800-103-4760-1000-019-304 NN P | 577.50 | | 577.50 |
| | | | | TOTAL PAYMENT AMOUNT | | 577.50 * | | | 577.50 |
| 017002/00 | HOME DEPOT CREDIT SERVICES | | | | | | | | |
| 9 | PO-210009 | 03/18/2021 | 6035-3226-5041-0578 | | 1 | 01-0000-0-4300-106-0000-8110-007-000 NN F | 1,361.38 | | 166.69 |
| 48 | PO-210048 | 03/18/2021 | 6035-3226-5041-0578 | | 1 | 01-8150-0-4300-106-0000-8110-007-000 NN P | 650.94 | | 650.94 |
| 1607 | PO-211571 | 03/18/2021 | 6035-3226-5041-0578 | | 1 | 01-0201-0-4300-106-1110-1000-007-000 NN F | 4,717.30 | | 4,717.30 |
| | | | | TOTAL PAYMENT AMOUNT | | 5,534.93 * | | | 5,534.93 |
| 022437/00 | HUMBLE TRANSLATIONS LLC | | | | | | | | |
| 674 | PO-210648 | 03/18/2021 | 21-0474 | | 1 | 01-0740-0-5800-103-4760-1000-019-304 NY P | 210.00 | | 210.00 |
| | | | | TOTAL PAYMENT AMOUNT | | 210.00 * | | | 210.00 |
| 017653/00 | JONES SCHOOL SUPPLY CO. INC | | | | | | | | |
| 1615 | PO-211577 | 03/18/2021 | 1789375 | | 1 | 01-0000-0-4300-371-1110-1000-012-000 NN F | 232.27 | | 231.24 |
| | | | | TOTAL PAYMENT AMOUNT | | 231.24 * | | | 231.24 |
| 022406/00 | MAXIM HEALTHCARE SERVICES INC | | | | | | | | |
| 761 | PO-210727 | 03/18/2021 | E2675230262 | | 1 | 01-6500-0-5800-102-5760-1180-019-000 NN P | 7,560.00 | | 7,560.00 |
| 1450 | PO-211412 | 03/18/2021 | E2674990262 | | 1 | 01-6500-0-5800-102-5760-1180-019-000 NN P | 3,823.35 | | 3,823.35 |
| | | | | TOTAL PAYMENT AMOUNT | | 11,383.35 * | | | 11,383.35 |
| 021173/00 | NORTH STATE TIRE CO. INC | | | | | | | | |
| 36 | PO-210036 | 03/18/2021 | K109286 | | 1 | 01-0740-0-4300-112-0000-3600-022-302 NN P | 208.40 | | 208.40 |
| | | | | TOTAL PAYMENT AMOUNT | | 208.40 * | | | 208.40 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef |
|---------------|-------------------------------|-------------|-----------------|----------------------|--------------------------------------|----------|-----------|------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 022163/00 | ODYSSEY LEARNING CENTER INC | | | | | | | | |
| 1674 | PO-211665 | 03/18/2021 | 8004109 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | 2,517.60 | 2,517.60 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 2,517.60 * | 2,517.60 |
| 017576/00 | OFFICE DEPOT | | | | | | | | |
| 1570 | PO-211533 | 03/18/2021 | 160836798001 | 1 | 01-0000-0-4300-240-1110-1000-011-000 | NN | F | 11.84 | 11.84 |
| 1570 | PO-211533 | 03/18/2021 | 160836800001 | 2 | 01-6300-0-4300-240-1110-1000-011-000 | NN | F | 76.22 | 76.22 |
| 1580 | PO-211539 | 03/18/2021 | 160891302001 | 1 | 01-0000-0-4300-371-0000-2420-012-000 | NN | P | 42.04 | 42.04 |
| 1580 | PO-211539 | 03/18/2021 | 160891303001 | 1 | 01-0000-0-4300-371-0000-2420-012-000 | NN | F | 26.93 | 26.93 |
| 1622 | PO-211582 | 03/18/2021 | 161423007001 | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | 72.65 | 72.65 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 229.68 * | 229.68 |
| 014358/00 | OPFER, JULIE | | | | | | | | |
| 1707 | PO-211669 | 03/18/2021 | REIMB FOAMBOARD | 1 | 01-0000-0-4300-240-0000-2700-011-000 | NN | F | 58.35 | 58.35 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 58.35 * | 58.35 |
| 014069/00 | PLATT ELECTRIC SUPPLY INC | | | | | | | | |
| 1291 | PO-211254 | 03/18/2021 | 1j32976 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN | P | 427.12 | 427.12 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 427.12 * | 427.12 |
| 018613/00 | POPOVICH, VERONICA | | | | | | | | |
| 1718 | PO-211677 | 03/18/2021 | REIMB PURCHASE | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | 24.79 | 24.79 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 24.79 * | 24.79 |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | |
| 33 | PO-210033 | 03/18/2021 | 180386300 | 1 | 01-0740-0-5800-112-0000-3600-022-302 | NN | P | 60.12 | 60.12 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 60.12 * | 60.12 |
| 016231/00 | RUCKER, CARLA | | | | | | | | |
| 1715 | PO-211674 | 03/18/2021 | REIMB CONF | 1 | 01-4035-0-5200-103-1110-1000-019-000 | NN | F | 275.00 | 275.00 |
| | | | | TOTAL PAYMENT AMOUNT | | | | 275.00 * | 275.00 |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-------------------------|---------------|------------|--------------|--|-------------|-------------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| ----- | | | | | | | | | |
| 014786/00 | SCHOOL SPECIALTY INC | | | | | | | | |
| 954 PO-210918 | 03/18/2021 | 308103685628 | | 1 | 01-6300-0-4300-236-1110-1000-009-000 NN P | | 182.55 | 182.55 | |
| 954 PO-210918 | 03/15/2021 | 208126762222 | | 1 | 01-6300-0-4300-236-1110-1000-009-000 NN P | | 5.17 | 5.17 | |
| 954 PO-210918 | 03/18/2021 | 208126701009 | | 1 | 01-6300-0-4300-236-1110-1000-009-000 NN P | | 112.04 | 112.04 | |
| 954 PO-210918 | 03/18/2021 | 208126974290 | | 1 | 01-6300-0-4300-236-1110-1000-009-000 NN F | | 31.37 | 31.36 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 331.12 * | 331.12 | |
| | | | | | | | | | |
| 018967/00 | SPRINT CUSTOMER SERVICE | | | | | | | | |
| 157 PO-210133 | 03/18/2021 | 811116315-232 | | 1 | 01-0000-0-5930-101-0000-7150-002-000 NN P | | 56.33 | 56.33 | |
| 183 PO-210150 | 03/18/2021 | 811116315-232 | | 1 | 01-0000-0-5930-115-0000-7700-021-000 NN P | | 127.18 | 127.18 | |
| 185 PO-210158 | 03/18/2021 | 811116315-232 | | 1 | 01-6500-0-5930-102-5001-2700-019-000 NN P | | 128.75 | 128.75 | |
| 261 PO-210233 | 03/18/2021 | 811116315232 | | 1 | 01-3215-0-5940-115-1110-1000-007-000 NN F | | 95.38 | 749.75 | |
| 298 PO-210263 | 03/18/2021 | 811116315-232 | | 1 | 01-0000-0-5930-106-0000-8110-007-000 NN P | | 499.10 | 499.10 | |
| 328 PO-210337 | 03/18/2021 | 811116315-232 | | 1 | 01-0000-0-5930-103-1110-1000-019-000 NN P | | 41.51 | 41.51 | |
| 1485 PO-211445 | 03/18/2021 | 811116315-238 | | 1 | 01-6500-0-5930-102-5001-2700-019-000 NN P | | 132.78 | 132.78 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 1,735.40 * | 1,735.40 | |
| | | | | | | | | | |
| 014558/00 | SPURR | | | | | | | | |
| 1510 PO-211473 | 03/16/2021 | 112652 | | 1 | 01-0000-0-5510-106-0000-8110-007-000 NN P | | 12,182.33 | 12,182.33 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 12,182.33 * | 12,182.33 | |
| | | | | | | | | | |
| 020252/00 | STAPLES BUSINESS CREDIT | | | | | | | | |
| 1564 PO-211529 | 03/18/2021 | 190036537-0-1 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 NN P | | 149.76 | 149.76 | |
| 1564 PO-211529 | 03/18/2021 | 0-6 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 NN P | | 5.92 | 5.92 | |
| 1564 PO-211529 | 03/18/2021 | 0-5 | | 1 | 01-0000-0-4300-234-1110-1000-008-000 NN F | | 86.94 | 63.55 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 219.23 * | 219.23 | |
| | | | | | | | | | |
| 017767/00 | SYTECH SOLUTIONS | | | | | | | | |
| 1691 PO-211649 | 03/18/2021 | 8629 | | 1 | 01-0000-0-5800-114-0000-7200-007-000 NN F | | 7,318.00 | 7,318.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 7,318.00 * | 7,318.00 | |
| | | | | | | | | | |
| 011357/00 | TAP PLASTICS INC | | | | | | | | |
| 1728 PO-211685 | 03/17/2021 | 410494 | | 1 | 01-7388-0-4300-106-0000-8200-007-714 NN F | | 591.87 | 591.87 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 591.87 * | 591.87 | |

ACCOUNTS PAYABLE PRELIST
BATCH: 0044 3-18-21
FUND : 01 GENERAL FUND

APY500 L.00.19 03/18/21 10:35 PAGE 8
 << Open >>

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef |
|---------------|-------------------------|-------------|--------------------------|---------|---|-----------|------------|--------|----------|
| Req Reference | Date | Description | FD RESO | P | OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | |
| 010902/00 | U.S. BANK | | | | | | | | |
| 155 | PO-210131 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-0000-0-5800-101-0000-7150-002-000 NN F | 39.96 | 9.99 | | |
| 783 | PO-210748 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-0000-0-5800-101-0000-7150-002-000 NN P | 19.99 | 19.99 | | |
| 1473 | PO-211434 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-0000-0-4300-238-1110-1000-010-000 NN F | 2,421.75 | 2,421.75 | | |
| 1569 | PO-211532 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-8150-0-6200-106-0000-8500-007-000 NN F | 500.00 | 500.00 | | |
| 1600 | PO-211557 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-7420-0-4300-106-0000-8200-007-000 NN F | 98.49 | 98.49 | | |
| 1701 | PO-211668 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 01-6500-0-5800-102-5760-1110-019-000 NN F | 550.00 | 550.00 | | |
| | | | TOTAL PAYMENT AMOUNT | | 3,600.22 * | | 3,600.22 | | |
| 020091/00 | VAN NESS-CORONADO, LISA | | | | | | | | |
| 1732 | PO-211688 | 03/18/2021 | REIMB GIFT CARD PURCHASE | 1 | 01-3410-0-4300-472-1110-1000-014-207 NN F | 2,250.00 | 2,250.00 | | |
| | | | TOTAL PAYMENT AMOUNT | | 2,250.00 * | | 2,250.00 | | |
| 010552/00 | WAXIE SANITARY SUPPLY | | | | | | | | |
| 105 | PO-210100 | 03/18/2021 | 79856080 | 1 | 01-0000-0-9320-000-0000-0000-000-000 NN P | 63.42 | 63.42 | | |
| 105 | PO-210100 | 03/18/2021 | 79866526 | 1 | 01-0000-0-9320-000-0000-0000-000-000 NN P | 481.64 | 481.64 | | |
| | | | TOTAL PAYMENT AMOUNT | | 545.06 * | | 545.06 | | |
| 017313/00 | XEROX | | | | | | | | |
| 440 | PO-210405 | 03/18/2021 | 230337899 | 1 | 01-0000-0-5800-116-0000-7200-007-000 NN P | 408.44 | 408.44 | | |
| 441 | PO-210406 | 03/18/2021 | 230337897 | 1 | 01-0000-0-5800-116-0000-7200-007-000 NN P | 38,711.37 | 38,711.37 | | |
| 442 | PO-210407 | 03/18/2021 | 238012683 | 1 | 01-0000-0-4300-116-0000-7200-007-000 NN P | 6,420.64 | 6,420.64 | | |
| | | | TOTAL PAYMENT AMOUNT | | 45,540.45 * | | 45,540.45 | | |
| | | | TOTAL FUND | PAYMENT | 184,866.76 ** | | 184,866.76 | | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|----------------------|-----------------------------|---------------------|--------------|--------------------------------------|-------------|----------|-----------|-----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 019362/00 | AMAZON CAPITAL SERVICES INC | | | | | | | | |
| 1599 PO-211556 | 03/18/2021 | 1H3L-3G4X-QG97 | 1 | 11-6391-0-4300-600-4130-1000-015-890 | NN F | | | 146.18 | 146.17 |
| 1599 PO-211556 | 03/18/2021 | 1H3L-3G4X-QG97 | 2 | 11-6391-0-4300-600-4130-1000-015-000 | NN F | | | 73.25 | 73.25 |
| TOTAL PAYMENT AMOUNT | | | | 219.42 * | | | | | 219.42 |
| | | | | | | | | | |
| 018788/00 | SCHOOL FIX/DECKER EQUIPMENT | | | | | | | | |
| 1603 PO-211565 | 03/18/2021 | 376215A | 1 | 11-3905-0-4300-600-4130-1000-015-000 | NN P | | | 52.15 | 52.15 |
| 1603 PO-211565 | 03/18/2021 | 376215A | 2 | 11-6391-0-4300-600-4130-1000-015-891 | NN F | | | 26.87 | 26.87 |
| 1603 PO-211565 | 03/18/2021 | 376215A | 3 | 11-6391-0-4300-600-4130-1000-015-000 | NN F | | | 79.03 | 80.49 |
| TOTAL PAYMENT AMOUNT | | | | 159.51 * | | | | | 159.51 |
| | | | | | | | | | |
| 020252/00 | STAPLES BUSINESS CREDIT | | | | | | | | |
| 1653 PO-211642 | 03/18/2021 | 190304501-0-1 | 1 | 11-6391-0-4300-600-4130-1000-015-000 | NN F | | | 89.76 | 89.76 |
| 1653 PO-211642 | 03/18/2021 | 1490304501-0-1 | 2 | 11-6391-0-4300-600-4130-2700-015-000 | NN F | | | 17.21 | 17.21 |
| 1653 PO-211642 | 03/18/2021 | 190304501-0-1 | 3 | 11-6391-0-4300-600-4130-1000-015-891 | NN F | | | 67.44 | 67.44 |
| TOTAL PAYMENT AMOUNT | | | | 174.41 * | | | | | 174.41 |
| | | | | | | | | | |
| 010139/00 | TROXELL COMMUNICATIONS INC | | | | | | | | |
| 1435 PO-211399 | 03/18/2021 | 275021 | 1 | 11-6391-0-4300-600-4130-1000-015-890 | NN P | | | 1,657.50 | 1,657.50 |
| 1435 PO-211399 | 03/18/2021 | 275038 | 1 | 11-6391-0-4300-600-4130-1000-015-890 | NN F | | | 20,991.10 | 20,894.90 |
| TOTAL PAYMENT AMOUNT | | | | 22,552.40 * | | | | | 22,552.40 |
| | | | | | | | | | |
| 010902/00 | U.S. BANK | | | | | | | | |
| 1554 PO-211510 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 11-6391-0-5800-600-4130-1000-015-891 | NN F | | | 120.00 | 120.00 |
| TOTAL PAYMENT AMOUNT | | | | 120.00 * | | | | | 120.00 |
| | | | | | | | | | |
| TOTAL FUND | | | PAYMENT | 23,225.74 ** | | | | | 23,225.74 |

BATCH: 0044 3-18-21

<< Open >>

FUND : 12

CHILD DEVELOPMEN FUND

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|---------------------|-------------|---|--------------|-------------|-------|--------|-----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |
| ----- | | | | | | | | |
| 018143/00 | CATALYST FAMILY INC | | | | | | | |
| 609 PO-210572 | 03/18/2021 | 5030-FEB21 | 1 12-5025-0-5800-100-8500-1000-005-000 NN P | 12,075.24 | 12,075.24 | | | |
| 609 PO-210572 | 03/18/2021 | 5030-FEB21 | 2 12-6105-0-5800-100-8500-1000-005-000 NN P | 22,006.92 | 22,006.92 | | | |
| TOTAL PAYMENT AMOUNT | | | | 34,082.16 * | | | | 34,082.16 |
| TOTAL FUND PAYMENT | | | | 34,082.16 ** | | | | 34,082.16 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-------------------------------|---------------------|--------------|--------------------------------------|-------------------------|--------------|------------|----------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | |
| 011602/00 | DANIELSEN CO., THE | | | | | | | |
| 68 PO-210063 | 03/18/2021 | 245405 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN P | 2,216.38 | 2,216.38 | |
| TOTAL PAYMENT AMOUNT | | | | | | 2,216.38 * | 2,216.38 | |
| 021080/00 | GOLD STAR FOODS INC | | | | | | | |
| 70 PO-210065 | 03/18/2021 | 3740253 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN P | 5,440.79 | 5,440.79 | |
| 70 PO-210065 | 03/18/2021 | 1402140 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN M | -231.56 | -231.56 | |
| 70 PO-210065 | 03/18/2021 | 3700001 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN P | 476.72 | 476.72 | |
| 70 PO-210065 | 03/18/2021 | 3708580 | 1 | 13-5310-0-4700-108-0000-3700-020-000 | NN P | 714.45 | 714.45 | |
| TOTAL PAYMENT AMOUNT | | | | | | 6,400.40 * | 6,400.40 | |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | |
| 76 PO-210071 | 03/18/2021 | 180386299 | 1 | 13-5310-0-5800-108-0000-3700-020-000 | NN P | 44.68 | 44.68 | |
| TOTAL PAYMENT AMOUNT | | | | | | 44.68 * | 44.68 | |
| 016043/00 | SHELTONS UNLIMITED MECHANICAL | | | | | | | |
| 79 PO-210074 | 03/18/2021 | 20-03NUTRI | 1 | 13-5310-0-5600-108-0000-3700-020-000 | NN P | 2,040.00 | 2,040.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | 2,040.00 * | 2,040.00 | |
| 018967/00 | SPRINT CUSTOMER SERVICE | | | | | | | |
| 80 PO-210075 | 03/18/2021 | 811116315-232 | 1 | 13-5310-0-5930-108-0000-3700-020-000 | NN P | 42.53 | 42.53 | |
| TOTAL PAYMENT AMOUNT | | | | | | 42.53 * | 42.53 | |
| 010902/00 | U.S. BANK | | | | | | | |
| 1626 PO-211591 | 03/18/2021 | 4866-9145-5551-0632 | 1 | 13-5310-0-4300-108-0000-3700-020-000 | NN F | 133.65 | 133.65 | |
| TOTAL PAYMENT AMOUNT | | | | | | 133.65 * | 133.65 | |
| TOTAL FUND PAYMENT | | | | | | 10,877.64 ** | 10,877.64 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------|-------------|--|---------|-------------|-------|--------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | | | |

021045/00 CALDWELL FLORES WINTERS INC

1467 PO-211428 03/18/2021 #27

| | | |
|---|------------|----------|
| 1 25-9010-0-5800-472-0000-8500-007-639 NN P | 1,869.00 | 1,869.00 |
| TOTAL PAYMENT AMOUNT | 1,869.00 * | 1,869.00 |

| | | |
|--------------------|-------------|----------|
| TOTAL FUND PAYMENT | 1,869.00 ** | 1,869.00 |
|--------------------|-------------|----------|

| | | | |
|---------------------|----------------|------|------------|
| TOTAL BATCH PAYMENT | 254,921.30 *** | 0.00 | 254,921.30 |
|---------------------|----------------|------|------------|

| | | | |
|------------------------|-----------------|------|------------|
| TOTAL DISTRICT PAYMENT | 254,921.30 **** | 0.00 | 254,921.30 |
|------------------------|-----------------|------|------------|

| | | | |
|--------------------------|-----------------|------|------------|
| TOTAL FOR ALL DISTRICTS: | 254,921.30 **** | 0.00 | 254,921.30 |
|--------------------------|-----------------|------|------------|

Number of checks to be printed: 60, not counting voids due to stub overflows.

254,921.30

Batch status: A All

From batch: 0046

To batch: 0046

Include Revolving Cash: Y

Include Address: N

Include Object Desc: N

Include Vendor TIN: N

Include Audit Date and Time in Sort: N

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|-------------------------------|-------------|-----------------|--------------|---|-------------|----------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| ----- | | | | | | | | | |
| 011802/00 | A-Z BUS SALES INC. | | | | | | | | |
| 21 | PO-210021 | 03/25/2021 | 02P480054 | | 1 01-0740-0-4300-112-0000-3600-022-302 NN P | | 35.60 | 35.60 | |
| | | | | | TOTAL PAYMENT AMOUNT | 35.60 * | | 35.60 | |
| | | | | | | | | | |
| 019553/00 | ACORN ARBORICULTURAL SERVICES | | | | | | | | |
| 1398 | PO-211362 | 03/25/2021 | 25161 | | 1 01-0000-0-5600-106-0000-8110-007-000 NN F | | 1,380.00 | 1,380.00 | |
| | | | | | TOTAL PAYMENT AMOUNT | 1,380.00 * | | 1,380.00 | |
| | | | | | | | | | |
| 010669/00 | ALHAMBRA & SIERRA SPRINGS | | | | | | | | |
| 969 | PO-210943 | 03/23/2021 | 663302014871405 | | 2 01-0000-0-4300-103-0000-7200-019-000 NN P | | 33.02 | 33.02 | |
| 969 | PO-210943 | 03/25/2021 | 663302014871405 | | 1 01-0000-0-5600-103-0000-7200-019-000 NN P | | 5.99 | 5.99 | |
| | | | | | TOTAL PAYMENT AMOUNT | 39.01 * | | 39.01 | |
| | | | | | | | | | |
| 019362/00 | AMAZON CAPITAL SERVICES INC | | | | | | | | |
| 1271 | PO-211230 | 03/25/2021 | 1VD1-F3FR-LWYK | | 1 01-0000-0-4300-371-0000-2700-012-000 NN F | | 67.69 | 67.38 | |
| 1616 | PO-211583 | 03/25/2021 | 14D1-L3GT-XHDR | | 1 01-0000-0-4300-234-1110-1000-008-000 NN F | | 759.61 | 759.79 | |
| 1623 | PO-211584 | 03/25/2021 | 16CV-DR9J-N94P | | 1 01-0740-0-4300-475-3200-2700-015-106 NN F | | 323.24 | 323.24 | |
| 1628 | PO-211586 | 03/25/2021 | 1Y94-FHN1-RWR9 | | 1 01-0000-0-4300-236-1110-1000-009-000 NN F | | 313.42 | 313.42 | |
| 1646 | PO-211630 | 03/25/2021 | 1KCD-KHHR-CNFW | | 1 01-0000-0-4300-240-0000-2700-011-000 NN F | | 152.81 | 152.81 | |
| 1646 | PO-211630 | 03/25/2021 | 1KCD-KHHR-CNFW | | 2 01-6300-0-4300-240-1110-1000-011-000 NN F | | 344.33 | 344.33 | |
| 1646 | PO-211630 | 03/25/2021 | 1KCD-KHHR-CNFW | | 3 01-7420-0-4300-240-1110-1000-011-000 NN F | | 241.43 | 241.30 | |
| 1686 | PO-211638 | 03/25/2021 | 1377-LTQF-TMHQ | | 1 01-0740-0-4300-475-3200-2700-015-106 NN F | | 293.38 | 293.40 | |
| 1703 | PO-211657 | 03/25/2021 | 1GKT-XD4G-93Q7 | | 1 01-0000-0-4300-238-1110-1000-010-000 NN F | | 52.03 | 52.03 | |
| 1704 | PO-211658 | 03/25/2021 | 1FRD-CXX9-D39D | | 1 01-0000-0-4300-236-1110-1000-009-000 NN F | | 71.41 | 71.41 | |
| 1705 | PO-211659 | 03/25/2021 | 1NJR-9VM4-HTKK | | 1 01-3010-0-4300-236-1110-1000-009-111 NN F | | 484.56 | 484.57 | |
| 1709 | PO-211662 | 03/25/2021 | 1LC9-VDHT-7FDW | | 1 01-3010-0-4300-236-1110-1000-009-111 NN F | | 416.60 | 416.60 | |
| 1709 | PO-211662 | 03/25/2021 | 1FH6-PKW9-1VKX | | 1 01-3010-0-4300-236-1110-1000-009-111 NN F | | 251.70 | 251.66 | |
| 1733 | PO-211689 | 03/25/2021 | 1N7F-4DV3-N3GH | | 1 01-3010-0-4200-236-1110-1000-009-111 NN F | | 340.90 | 340.80 | |
| 1745 | PO-211704 | 03/25/2021 | 1TYQ-JLGD-RPGF | | 1 01-0000-0-4300-602-0001-1000-015-000 NN F | | 31.56 | 31.56 | |
| 1751 | PO-211710 | 03/25/2021 | 1FVP-4CNH-3LYM | | 1 01-6300-0-4300-475-3200-1000-015-106 NN F | | 42.97 | 42.97 | |
| 1777 | PO-211724 | 03/25/2021 | 1TFF-6DVM-JWP9 | | 1 01-3212-0-4300-475-1110-1000-015-705 NN F | | 421.73 | 421.73 | |
| | | | | | TOTAL PAYMENT AMOUNT | 4,609.00 * | | 4,609.00 | |
| | | | | | | | | | |
| 019504/00 | B & H PHOTO-VIDEO | | | | | | | | |
| 1567 | PO-211531 | 03/25/2021 | 186246338 | | 1 01-0370-0-4300-115-1110-1000-007-000 NN P | | 539.59 | 539.59 | |
| 1567 | PO-211531 | 03/25/2021 | 185757517 | | 1 01-0370-0-4300-115-1110-1000-007-000 NN F | | 918.53 | 918.53 | |
| | | | | | TOTAL PAYMENT AMOUNT | 1,458.12 * | | 1,458.12 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------|--------------------|----------------|--|--|-------------|---------|------------|----------|
| Req Reference | Date | Description | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | | Liq Amt | Net Amount | |
| 015718/00 | BASIC PACIFIC | | | | | | | |
| PV-210091 | 03/24/2021 | 3-31-2021 | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | 12.00 | |
| | | | TOTAL PAYMENT AMOUNT | 12.00 * | | | 12.00 | |
| 018771/00 | BAXTER, NATHAN | | | | | | | |
| PV-210093 | 03/24/2021 | 3-31-2021 | MEDICAL REIMB | 01-0000-0-3702-100-1110-1000-000-970 | NN | | 229.74 | |
| | | | TOTAL PAYMENT AMOUNT | 229.74 * | | | 229.74 | |
| 014090/00 | BONDAR, ALEKS | | | | | | | |
| 1768 PO-211720 | 03/25/2021 | REIMB PHYSICAL | | 1 01-0740-0-5800-112-0000-3600-022-302 | NN F | 80.00 | 80.00 | |
| | | | TOTAL PAYMENT AMOUNT | 80.00 * | | | 80.00 | |
| 010340/00 | CA DEPT OF JUSTICE | | | | | | | |
| 260 PO-210232 | 03/25/2021 | 497008 | | 1 01-0000-0-5800-110-0000-7200-004-000 | NN P | 188.00 | 192.00 | |
| | | | TOTAL PAYMENT AMOUNT | 192.00 * | | | 192.00 | |
| 014487/00 | CASBO | | | | | | | |
| 1794 PO-211745 | 03/25/2021 | 634740 | | 1 01-0000-0-5200-105-0000-7200-005-000 | NN F | 255.00 | 255.00 | |
| | | | TOTAL PAYMENT AMOUNT | 255.00 * | | | 255.00 | |
| 015743/00 | CASBO | | | | | | | |
| 1787 PO-211740 | 03/25/2021 | 634103 | | 1 01-0000-0-5200-110-0000-7200-004-000 | NN P | 265.00 | 265.00 | |
| 1787 PO-211740 | 03/25/2021 | 634106 | | 1 01-0000-0-5200-110-0000-7200-004-000 | NN P | 265.00 | 265.00 | |
| 1787 PO-211740 | 03/25/2021 | 634107 | | 1 01-0000-0-5200-110-0000-7200-004-000 | NN F | 265.00 | 265.00 | |
| | | | TOTAL PAYMENT AMOUNT | 795.00 * | | | 795.00 | |
| 015223/00 | CATSON, JESSICA | | | | | | | |
| 1797 PO-211752 | 03/25/2021 | reimb conf | | 1 01-3010-0-5200-236-1110-1000-009-103 | NN F | 159.71 | 159.71 | |
| | | | TOTAL PAYMENT AMOUNT | 159.71 * | | | 159.71 | |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|-------------------------------|-------------|----------------|--------------|--|-------------|----------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| ----- | | | | | | | | | |
| 017639/00 | CDT INC. | | | | | | | | |
| 263 | PO-210235 | 03/25/2021 | 49196 | | 1 01-0000-0-5800-110-0000-7200-004-000 | NN P | 144.80 | 144.80 | |
| | TOTAL PAYMENT AMOUNT | | | | 144.80 * | | | 144.80 | |
| 010030/00 | CENTER JUSD - BP HSA EMPLOYER | | | | | | | | |
| | PV-210090 | 03/24/2021 | 3-31-2021 | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | 3,703.60 | |
| | PV-210090 | 03/24/2021 | 3-31-2021 | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | 585.00 | |
| | TOTAL PAYMENT AMOUNT | | | | 4,288.60 * | | | 4,288.60 | |
| 014719/00 | CHARACTERSTRONG LLC | | | | | | | | |
| 1755 | PO-211751 | 03/25/2021 | 10670 | | 1 01-0000-0-5800-472-1440-1000-014-000 | NY F | 99.00 | 99.00 | |
| | TOTAL PAYMENT AMOUNT | | | | 99.00 * | | | 99.00 | |
| 013928/00 | CINTAS LOCATION 622 | | | | | | | | |
| 96 | PO-210091 | 03/25/2021 | 4078947841 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 32.04 | 32.04 | |
| 96 | PO-210091 | 03/25/2021 | 4078947889 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 6.31 | 6.31 | |
| 96 | PO-210091 | 03/25/2021 | 4078948058 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 11.54 | 11.54 | |
| 96 | PO-210091 | 03/25/2021 | 4078948036 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 79.72 | 79.72 | |
| 96 | PO-210091 | 03/25/2021 | 4078948088 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 10.29 | 10.29 | |
| 96 | PO-210091 | 03/25/2021 | 4078948136 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 68.24 | 68.24 | |
| 96 | PO-210091 | 03/25/2021 | 4078948282 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 39.21 | 39.21 | |
| 96 | PO-210091 | 03/25/2021 | 4078948322 | | 1 01-0000-0-5800-111-0000-8200-007-000 | NN P | 26.88 | 26.88 | |
| | TOTAL PAYMENT AMOUNT | | | | 274.23 * | | | 274.23 | |
| 021813/00 | CONSOLIDATED COMMUNICATIONS | | | | | | | | |
| 190 | PO-210162 | 03/25/2021 | 916-773-4131/0 | | 1 01-0000-0-5900-106-0000-8110-007-000 | NN P | 651.62 | 651.62 | |
| | TOTAL PAYMENT AMOUNT | | | | 651.62 * | | | 651.62 | |
| 018951/00 | DELL | | | | | | | | |
| 1535 | PO-211495 | 03/25/2021 | 10472846765 | | 1 01-0000-0-4400-115-0000-7700-021-000 | NN F | 2,676.32 | 2,676.00 | |
| | TOTAL PAYMENT AMOUNT | | | | 2,676.00 * | | | 2,676.00 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|--------------------------------|-------------|--------------|----------|---|------------|------------|----------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | |
| 018277/00 | EASTER SEAL SOCIETY OF CA. INC | | | | | | | |
| 523 | PO-210491 | 03/25/2021 | FEB2021 | 1 | 01-6500-0-5800-102-5760-1180-019-000 NN P | 1,680.00 | 1,680.00 | |
| | | | | | TOTAL PAYMENT AMOUNT | 1,680.00 * | 1,680.00 | |
| 018444/00 | ELITE TROPHIES & AWARDS | | | | | | | |
| 1786 | PO-211739 | 03/25/2021 | 2874 | 1 | 01-0000-0-5800-120-0000-7110-000-000 NN F | 12.87 | 12.87 | |
| | | | | | TOTAL PAYMENT AMOUNT | 12.87 * | 12.87 | |
| 010408/00 | FERRELLGAS | | | | | | | |
| 1783 | PO-211735 | 03/25/2021 | 1115186280 | 1 | 01-0000-0-4300-106-0000-8110-007-000 NN F | 230.25 | 230.25 | |
| | | | | | TOTAL PAYMENT AMOUNT | 230.25 * | 230.25 | |
| 018618/00 | FOLLETT SCHOOL SOLUTIONS INC | | | | | | | |
| 1584 | PO-211547 | 03/25/2021 | 1431696 | 1 | 01-0000-0-5800-103-0000-2420-019-000 NN F | 5,213.81 | 5,213.81 | |
| | | | | | TOTAL PAYMENT AMOUNT | 5,213.81 * | 5,213.81 | |
| 017481/00 | FOLSOM LAKE CHRYSLER DODGE | | | | | | | |
| 1773 | PO-211723 | 03/25/2021 | CHCS159662 | 1 | 01-0740-0-4300-112-0000-3600-022-302 NN F | 446.17 | 446.17 | |
| | | | | | TOTAL PAYMENT AMOUNT | 446.17 * | 446.17 | |
| 015004/00 | FUTURE FORD LINCOLN | | | | | | | |
| 1781 | PO-211733 | 03/25/2021 | 379493 | 1 | 01-0740-0-4300-112-0000-3600-022-302 NN P | 193.94 | 193.94 | |
| | | | | | TOTAL PAYMENT AMOUNT | 193.94 * | 193.94 | |
| 022601/00 | GARTON TRACTOR INC | | | | | | | |
| 337 | PO-210296 | 03/25/2021 | CW04334A | 1 | 01-0740-0-4300-112-0000-3600-022-302 NN P | 137.81 | 137.81 | |
| | | | | | TOTAL PAYMENT AMOUNT | 137.81 * | 137.81 | |
| 010939/00 | IML SECURITY SUPPLY | | | | | | | |
| 898 | PO-210865 | 03/25/2021 | 2808895 | 1 | 01-8150-0-4300-106-0000-8110-007-000 NN P | 910.77 | 910.77 | |
| | | | | | TOTAL PAYMENT AMOUNT | 910.77 * | 910.77 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------|------------|-------------------------------|--------------|--------------------------------------|-------------|----------|-----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Net Amount |
| 019223/00 | | INTEGRATED FIRE SYSTEMS INC. | | | | | | |
| 1776 PO-211729 | 03/25/2021 | CJUSD MONITORING | 1 | 01-8150-0-5800-106-0000-8110-007-000 | NN F | | | 1,785.00 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 1,785.00 |
| 018990/00 | | INTERSTATE BATTERIES | | | | | | |
| 30 PO-210030 | 03/25/2021 | 130029586 | 1 | 01-0740-0-4300-112-0000-3600-022-302 | NN F | | | 426.54 |
| 1780 PO-211732 | 03/25/2021 | 130029586 | 1 | 01-0740-0-4300-112-0000-3600-022-302 | NN P | | | 122.82 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 549.36 |
| 010355/00 | | KAISER FOUNDATION HEALTH PLAN | | | | | | |
| PV-210097 | 03/24/2021 | APRIL 2021 | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | | 106,967.37 |
| PV-210097 | 03/24/2021 | APRIL 2021 | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | | 24,884.84 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 131,852.21 |
| 022406/00 | | MAXIM HEALTHCARE SERVICES INC | | | | | | |
| 761 PO-210727 | 03/25/2021 | E2713350262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN P | | | 8,200.00 |
| 1450 PO-211412 | 03/25/2021 | E2712270262 | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN P | | | 5,631.90 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 13,831.90 |
| 019828/00 | | MIRANDA, RYAN | | | | | | |
| 1792 PO-211747 | 03/25/2021 | REIMB GIFT CARDS | 1 | 01-5630-0-4300-601-1421-1000-017-120 | NN F | | | 400.00 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 400.00 |
| 017576/00 | | OFFICE DEPOT | | | | | | |
| 1459 PO-211419 | 03/25/2021 | 155338269001,71001 | 1 | 01-0000-0-4300-236-1110-1000-009-000 | NN F | | | 134.71 |
| 1459 PO-211419 | 03/25/2021 | 155338272001,71001 | 2 | 01-6300-0-4300-236-1110-1000-009-000 | NN F | | | 178.08 |
| 1641 PO-211596 | 03/25/2021 | 162002078001,4001 | 1 | 01-0000-0-4300-115-0000-7700-021-000 | NN F | | | 330.13 |
| 1641 PO-211596 | 03/25/2021 | 162002078001,4001 | 2 | 01-0000-0-4400-115-0000-7700-021-000 | NN F | | | 861.99 |
| 1675 PO-211636 | 03/25/2021 | 162094061001 | 1 | 01-6300-0-4300-238-1110-1000-010-000 | NN F | | | 757.83 |
| 1682 PO-211644 | 03/25/2021 | 162869793001 | 1 | 01-0000-0-4300-472-1110-1000-014-000 | NN F | | | 68.21 |
| | | TOTAL PAYMENT AMOUNT | | | | | | 2,330.95 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|----------------------|---------------------------|--------------|--------------|--------------------------------------|-------------|----------|-----------|------------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| 014169/00 | OMNIPRO LLC | | | | | | | | |
| 1349 PO-211306 | 03/25/2021 | 1819 | 1 | 01-7420-0-4300-115-1110-1000-007-000 | NN F | | | 2,513.25 | 2,513.25 |
| 1602 PO-211558 | 03/25/2021 | 1859 | 1 | 01-7420-0-4300-115-1110-1000-007-000 | NN F | | | 2,503.25 | 2,503.25 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 5,016.50 * | 5,016.50 |
| 020940/00 | PARSHALL, LORETTA | | | | | | | | |
| FV-210092 | 03/24/2021 | 3-31-2021 | | 01-0000-0-3702-100-1110-1000-000-970 | NN | | | | 348.90 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 348.90 * | 348.90 |
| 010426/00 | PAULS SAFE & LOCK | | | | | | | | |
| 1779 PO-211731 | 03/25/2021 | 1210317312 | 1 | 01-0740-0-5800-112-0000-3600-022-302 | NY F | | | 65.00 | 65.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 65.00 * | 65.00 |
| 019252/00 | PEARSON EDUCATION INC. | | | | | | | | |
| 1528 PO-211488 | 03/25/2021 | 13853239 | 1 | 01-6500-0-4300-102-5001-3120-019-000 | NN F | | | 354.07 | 354.07 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 354.07 * | 354.07 |
| 014069/00 | PLATT ELECTRIC SUPPLY INC | | | | | | | | |
| 1291 PO-211254 | 03/25/2021 | 1J95643 | 1 | 01-8150-0-4300-106-0000-8110-007-000 | NN P | | | 120.96 | 120.96 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 120.96 * | 120.96 |
| 022525/00 | POST-IT LLC | | | | | | | | |
| 271 PO-210242 | 03/25/2021 | JANUARY 2021 | 1 | 01-0000-0-5800-110-0000-7200-004-000 | NN P | | | 220.00 | 220.00 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 220.00 * | 220.00 |
| 014023/00 | PRO-ED | | | | | | | | |
| 1635 PO-211592 | 03/25/2021 | 2874943 | 1 | 01-6500-0-4300-102-5760-1191-019-000 | NN F | | | 112.60 | 111.86 |
| TOTAL PAYMENT AMOUNT | | | | | | | | 111.86 * | 111.86 |

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------|--------------------------------|--------------|----------------------|---|-------------|-----------|------------|----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| 021194/00 | | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | |
| 33 | PO-210033 | 03/25/2021 | 180386786 | | 1 01-0740-0-5800-112-0000-3600-022-302 NN P | | 60.12 | 60.12 | |
| | | | | TOTAL PAYMENT AMOUNT | 60.12 * | | | 60.12 | |
| 015094/00 | | ROSSI, BJORN | | | | | | | |
| 1793 | PO-211748 | 03/25/2021 | Feb mileage | | 1 01-6500-0-5800-102-5760-1180-019-000 NN P | | 86.02 | 86.02 | |
| | | | | TOTAL PAYMENT AMOUNT | 86.02 * | | | 86.02 | |
| 010266/00 | | SACRAMENTO COUNTY UTILITIES | | | | | | | |
| 296 | PO-210262 | 03/25/2021 | 50008418859 | | 1 01-0000-0-5520-106-0000-8110-007-000 N P | | 132.09 | 132.09 | |
| | | | | TOTAL PAYMENT AMOUNT | 132.09 * | | | 132.09 | |
| 011281/00 | | SAENZ LANDSCAPE CONSTRUCTION C | | | | | | | |
| 799 | PO-210762 | 03/25/2021 | 2378 | | 1 01-9181-0-6170-106-0000-8500-007-632 NY F | | 10,833.00 | 10,833.00 | |
| | | | | TOTAL PAYMENT AMOUNT | 10,833.00 * | | | 10,833.00 | |
| 020420/00 | | SASHA | | | | | | | |
| 1593 | PO-211551 | 03/23/2021 | 202104716-02 | | 1 01-6500-0-5200-102-5770-1191-019-000 NY F | | 50.00 | 50.00 | |
| 1729 | PO-211695 | 03/25/2021 | 20210416-02 | | 1 01-6500-0-5200-102-5770-1191-019-000 NY F | | 50.00 | 50.00 | |
| | | | | TOTAL PAYMENT AMOUNT | 100.00 * | | | 100.00 | |
| 015240/00 | | SF CABLE | | | | | | | |
| 1644 | PO-211673 | 03/25/2021 | 513163 | | 1 01-0000-0-4300-106-0000-8110-007-000 NN F | | 344.80 | 343.20 | |
| | | | | TOTAL PAYMENT AMOUNT | 343.20 * | | | 343.20 | |
| 020811/00 | | SHRED-IT USA LLC | | | | | | | |
| 289 | PO-210256 | 03/25/2021 | 8181702590 | | 1 01-0000-0-5800-103-0000-7200-019-000 NN P | | 99.48 | 99.48 | |
| | | | | TOTAL PAYMENT AMOUNT | 99.48 * | | | 99.48 | |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE | ES | E-Term | E-ExtRef | | | | | | |
|---------------|----------------------------|-------------|----------------|---------|--------------------------------------|----|------|--------|----------|------|-----|-----|-------|---------|------------|
| Req Reference | Date | Description | | FD | RESO | P | OBJE | SIT | GOAL | FUNC | RES | DEP | T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | | | | | | | |
| 019683/00 | SIERRA FOOTHILLS ACADEMY | | | | | | | | | | | | | | |
| 694 | PO-210658 | 03/25/2021 | 1652 | | | | | | | | | | | | |
| | | | | 1 | 01-6500-0-5800-102-5760-1180-019-000 | NN | P | | | | | | | 165.75 | 165.75 |
| | | | | | | | | | | | | | | | 165.75 |
| | | | | | | | | | | | | | | | 165.75 |
| 020252/00 | STAPLES BUSINESS CREDIT | | | | | | | | | | | | | | |
| 1669 | PO-211622 | 03/25/2021 | 190247036-0-1 | | | | | | | | | | | | |
| | | | | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | P | | | | | | | 535.58 | 535.58 |
| 1669 | PO-211622 | 03/25/2021 | -0-3 | | | | | | | | | | | 49.84 | 49.84 |
| | | | | 1 | 01-0000-0-4300-234-1110-1000-008-000 | NN | F | | | | | | | | 585.42 |
| | | | | | | | | | | | | | | | 585.42 |
| 021816/00 | STAYTON, PATRICIA E. | | | | | | | | | | | | | | |
| 1770 | PO-211722 | 03/22/2021 | reimb purchase | | | | | | | | | | | | |
| | | | | 1 | 01-0000-0-4300-602-0001-1000-015-000 | NN | F | | | | | | | 620.78 | 620.78 |
| | | | | | | | | | | | | | | | 620.78 |
| 020292/00 | STRONG LEARNING INC | | | | | | | | | | | | | | |
| 1736 | PO-211692 | 03/25/2021 | P1008 | | | | | | | | | | | | |
| | | | | 1 | 01-3010-0-4300-236-1110-1000-009-111 | NN | F | | | | | | | 258.34 | 268.53 |
| | | | | | | | | | | | | | | | 268.53 |
| 019383/00 | SUTTER HEALTH PLUS | | | | | | | | | | | | | | |
| | PV-210096 | 03/24/2021 | APRIL 2021 | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | 87,064.53 |
| | PV-210096 | 03/24/2021 | APRIL 2021 | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | 7,298.40 |
| | | | | | | | | | | | | | | | 94,362.93 |
| 011357/00 | TAP PLASTICS INC | | | | | | | | | | | | | | |
| 1791 | PO-211744 | 03/25/2021 | 410553 | | | | | | | | | | | | |
| | | | | 1 | 01-7388-0-4300-106-0000-8200-007-714 | NN | F | | | | | | | 107.10 | 107.10 |
| | | | | | | | | | | | | | | | 107.10 |
| 010139/00 | TROXELL COMMUNICATIONS INC | | | | | | | | | | | | | | |
| 1590 | PO-211544 | 03/25/2021 | 275137 | | | | | | | | | | | | |
| | | | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | P | | | | | | | 27.00 | 27.00 |
| 1590 | PO-211544 | 03/25/2021 | 276952 | | | | | | | | | | | 322.94 | 322.94 |
| | | | | 1 | 01-0000-0-4300-238-1110-1000-010-000 | NN | F | | | | | | | | 349.94 |
| | | | | | | | | | | | | | | | 349.94 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|--------------------------|----------------|--------------|--|-------------------------|-----------|------------|----------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC RES DEP T9MPS | Liq Amt | Net Amount | |
| 018679/00 | VANDEN BOS ELECTRIC INC. | | | | | | | |
| 1297 PO-211260 | 03/25/2021 | 20031-003 | | 1 01-0740-0-6200-112-0000-8500-022-635 | NN P | 12,397.50 | 12,397.50 | |
| TOTAL PAYMENT AMOUNT | | | | 12,397.50 * | | | 12,397.50 | |
| 016235/00 | VITALE, TRACEY | | | | | | | |
| 1764 PO-211737 | 03/25/2021 | REIMB SUPPLIES | | 1 01-0759-0-4300-236-1110-1000-009-000 | NN F | 107.09 | 107.09 | |
| TOTAL PAYMENT AMOUNT | | | | 107.09 * | | | 107.09 | |
| 010552/00 | WAXIE SANITARY SUPPLY | | | | | | | |
| 105 PO-210100 | 03/25/2021 | 79887080 | | 1 01-0000-0-9320-000-0000-0000-000-000 | NN P | 671.97 | 671.97 | |
| TOTAL PAYMENT AMOUNT | | | | 671.97 * | | | 671.97 | |
| 022221/00 | WESTERN HEALTH ADVANTAGE | | | | | | | |
| PV-210094 | 03/24/2021 | APRIL 2021 | | 01-0000-0-9511-000-0000-0000-000-000 | NN | | 7,488.24 | |
| TOTAL PAYMENT AMOUNT | | | | 7,488.24 * | | | 7,488.24 | |
| 022221/02 | WESTERN HEALTH ADVANTAGE | | | | | | | |
| PV-210095 | 03/24/2021 | APRIL 2021 | | 01-0000-0-9552-000-0000-0000-000-000 | NN | | 53,103.89 | |
| TOTAL PAYMENT AMOUNT | | | | 53,103.89 * | | | 53,103.89 | |
| TOTAL FUND PAYMENT | | | | 365,074.81 ** | | | 365,074.81 | |

BATCH: 0046 3-25-21

<< Open >>

FUND : 11

ADULT EDUCATION FUND

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef | |
|----------------------|-----------------------------|------------------|--------------|--------------------------------------|-------------|----------|-----------|----------|------------|
| Req Reference | Date | Description | FD RESO | P OBJE | SIT GOAL | FUNC RES | DEP T9MPS | Liq Amt | Net Amount |
| ----- | | | | | | | | | |
| 019362/00 | AMAZON CAPITAL SERVICES INC | | | | | | | | |
| 1543 PO-211509 | 03/25/2021 | 1RY4-QXWR-NG7D | 1 | 11-6391-0-4300-600-4130-1000-015-890 | NN P | | | 329.48 | 329.48 |
| 1543 PO-211509 | 03/25/2021 | 1X44-CG46-9PD1 | 1 | 11-6391-0-4300-600-4130-1000-015-890 | NN F | | | 329.50 | 329.48 |
| TOTAL PAYMENT AMOUNT | | | | 658.96 * | | | | | 658.96 |
| | | | | | | | | | |
| 020097/00 | JONES, ABRAM | | | | | | | | |
| 1727 PO-211694 | 03/25/2021 | REIMB AMAZON PUR | 1 | 11-3905-0-4200-600-4130-1000-015-000 | NN F | | | 95.11 | 95.11 |
| TOTAL PAYMENT AMOUNT | | | | 95.11 * | | | | | 95.11 |
| | | | | | | | | | |
| TOTAL FUND | | | PAYMENT | 754.07 ** | | | | | 754.07 |

| Vendor/Addr | Remit name | Description | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|-------------------------------|-------------|------------|--|---------|-------------|--------------|------------|----------|
| Req Reference | Date | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | | Liq Amt | Net Amount | |
| 011602/00 | DANIELSEN CO., THE | | | | | | | | |
| 68 PO-210063 | 03/25/2021 | 245854 | | 1 13-5310-0-4700-108-0000-3700-020-000 | N P | | 5,322.47 | 5,322.47 | |
| 68 PO-210063 | 03/25/2021 | 245854 | | 2 13-5310-0-4300-108-0000-3700-020-000 | N P | | 8.00 | 8.00 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 5,330.47 * | 5,330.47 | |
| 021080/00 | GOLD STAR FOODS INC | | | | | | | | |
| 70 PO-210065 | 03/25/2021 | 3736923 | | 1 13-5310-0-4700-108-0000-3700-020-000 | NN P | | 476.72 | 476.72 | |
| 70 PO-210065 | 03/25/2021 | 3757875 | | 1 13-5310-0-4700-108-0000-3700-020-000 | NN P | | 726.96 | 726.96 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 1,203.68 * | 1,203.68 | |
| 021194/00 | PRUDENTIAL OVERALL SUPPLY INC | | | | | | | | |
| 76 PO-210071 | 03/25/2021 | 180386785 | | 1 13-5310-0-5800-108-0000-3700-020-000 | NN P | | 44.68 | 44.68 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 44.68 * | 44.68 | |
| 020098/00 | TriMark | | | | | | | | |
| 1763 PO-211717 | 03/25/2021 | 2286844-00 | | 1 13-5316-0-4400-108-0000-3700-020-000 | NN F | | 4,255.06 | 4,255.06 | |
| TOTAL PAYMENT AMOUNT | | | | | | | 4,255.06 * | 4,255.06 | |
| TOTAL FUND PAYMENT | | | | | | | 10,833.89 ** | 10,833.89 | |

081 CENTER UNIFIED SCHOOL DISTRICT J37175

ACCOUNTS PAYABLE PRELIST
 BATCH: 0046 3-25-21
 FUND : 21 BUILDING FUND

APY500 L.00.19 03/25/21 11:15 PAGE 12
 << Open >>

| Vendor/Addr | Remit name | | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|----------------------|------------|--------------------------|------------|--------------|--|-------------|--------------|------------|-----------|
| Req Reference | Date | Description | | | FD RESO P OBJE SIT GOAL FUNC RES DEP T9MPS | | Liq Amt | Net Amount | |
| ----- | | | | | | | | | |
| 019627/00 | | NACHT & LEWIS ARCHITECTS | | | | | | | |
| 1245 PO-211202 | 03/25/2021 | 04 | | 2 | 21-0000-0-6215-472-0000-8500-007-638 | NN P | 17,261.73 | 17,261.73 | |
| 1245 PO-211202 | 03/22/2021 | 04 | | 3 | 21-0000-0-6215-472-0000-8500-007-639 | NN P | 13,128.64 | 13,128.64 | |
| TOTAL PAYMENT AMOUNT | | | | | 30,390.37 * | | | 30,390.37 | |
| TOTAL FUND | | | | | PAYMENT | | 30,390.37 ** | | 30,390.37 |

| Vendor/Addr | Remit name | Tax ID num | Deposit type | ABA num | Account num | EE ES | E-Term | E-ExtRef |
|---------------|------------|-------------|--------------|----------|-------------------|-------|---------|------------|
| Req Reference | Date | Description | FD RESO P | OBJE SIT | GOAL FUNC RES DEP | T9MPS | Liq Amt | Net Amount |

014446/00 GEOCON CONSULTANTS INC

1667 PO-211633 03/25/2021 221010356

1 25-9010-0-6280-242-0000-8500-007-628 NN P

3,797.50

3,797.50

TOTAL PAYMENT AMOUNT

3,797.50 *

3,797.50

TOTAL FUND

PAYMENT

3,797.50 **

3,797.50

TOTAL BATCH PAYMENT

410,850.64 ***

0.00

410,850.64

TOTAL DISTRICT PAYMENT

410,850.64 ****

0.00

410,850.64

TOTAL FOR ALL DISTRICTS:

410,850.64 ****

0.00

410,850.64

Number of checks to be printed: 66, not counting voids due to stub overflows.

410,850.64

Center Joint Unified School District

| | | |
|--|--------------------------------|------------------------------------|
| Dept./Site: Superintendent's Office | | AGENDA REQUEST FOR: |
| To: | Board of Trustees | Action Item <u> X </u> |
| Date: | April 21, 2021 | Information Item <u> </u> |
| From: | Scott A. Loehr, Superintendent | # Attached Pages <u> </u> |
| Principal/Administrator Initials: <u> </u> | | |

SUBJECT: BB 9270 – Conflict of Interest

The change to this policy is based on the recommendation from the FPM (Federal Program Monitoring).

RECOMMENDATION: CJUSD Board of Trustees approve the revision to BB 9270 – Conflict of Interest.

Center Unified SD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 8731 1)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact

street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest

includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as

required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Ad Hoc Committee

In the event that a charge of conflict of interest is brought against a Member of the Board of Education, the President shall establish an Ad Hoc Committee on Conflict of Interest to investigate the charge. After study of the matter, the Committee will recommend appropriate action which may include referral to other agencies. In order for a charge to receive the consideration herein outlined, the charge or complaint must be in writing, signed under penalty of perjury, and filed with the Executive Officer of the Board. Guidelines herein will be utilized by Board Members in compliance with the procedures as required by Government Code Section 81000 et seq.

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities
81000-91014 Political Reform Act of 1974, especially:
82011 Code reviewing body
82019 Definition, designated employee
82028 Definition, gift
82030 Definition, income
82033 Definition, interest in real property
82034 Definition, investment
87100-87103.6 General prohibitions
87200-87210 Disclosure
87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement
PENAL CODE
85-88 Bribes
REVENUE AND TAXATION CODE
203 Taxable and exempt property - colleges
CODE OF REGULATIONS, TITLE 2
18110-18997 Regulations of the Fair Political Practices Commission, especially:
18700-18707 General prohibitions
18722-18740 Disclosure of interests
18750.1-18756 Conflict of interest codes
COURT DECISIONS
McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)
Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261
Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469
Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655
Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511
ATTORNEY GENERAL OPINIONS
92 Ops.Cal.Atty.Gen. 26 (2009)
92 Ops.Cal.Atty.Gen. 19 (2009)
89 Ops.Cal.Atty.Gen. 217 (2006)
86 Ops.Cal.Atty.Gen. 138(2003)
85 Ops.Cal.Atty.Gen. 60 (2002)
82 Ops.Cal.Atty.Gen. 83 (1999)
81 Ops.Cal.Atty.Gen. 327 (1998)
80 Ops.Cal.Atty.Gen. 320 (1997)
69 Ops.Cal.Atty.Gen. 255 (1986)
68 Ops.Cal.Atty.Gen. 171 (1985)
65 Ops.Cal.Atty.Gen. 606 (1982)
63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

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

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

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

XV-B

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item _____

Date: April 21, 2021

Attached Pages _____

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: _____

SUBJECT: Pledge of Allegiance

It was requested that the Board discuss removing the Pledge of Allegiance from future Board meeting agendas.

RECOMMENDATION:

Order of items on the board meeting agenda:

- 1 Call to Order & Roll Call
- 2 Announcement of Items to be Discussed in Closed Session
- 3 Public Comments Regarding Items to be Discussed in Closed Session
- 4 Closed Session
- 5 Open Session
- 6 Flag Salute
- 7 Announcement of Action Taken in Closed Session
- 8 Adoption of Agenda
- 9 Student Board Representative Reports
- 10 Organization Reports
- 11 Committee Updates
- 12 Reports/Presentations
- 13 Comments From the Audience Regarding Items Not on the Agenda
- 14 Board/Superintendent Reports
- 15 Consent Agenda (including Adoption of Minutes)
- 16 Information Items
- 17 Business Items
- 18 Advance Planning
- 19 Continuation of Closed Session (if needed)
- 20 Adjournment

Center Joint Unified School District

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| AGENDA REQUEST FOR: | |
| Dept./Site: Superintendent's Office | Action Item <u> X </u> |
| To: Board of Trustees | Information Item <u> </u> |
| Date: April 21, 2021 | # Attached Pages <u> </u> |
| From: Scott A. Loehr, Superintendent | |
| Principal/Administrator Initials: <u> </u> | |

SUBJECT: Resolution or Statement Regarding Condemning the Rise in Anti-Asian and Pacific Islander Racial Violence

It was requested that the Board consider and discuss developing a resolution or statement to condemn the rise in anti-Asian and Pacific Islander violence. The Board can provide direction to staff to develop a resolution or statement regarding the topic.

RECOMMENDATION:

Center Joint Unified School District

AGENDA REQUEST FOR:

Dept./Site: Superintendent's Office

Action Item X

To: Board of Trustees

Information Item _____

Date: April 21, 2021

Attached Pages _____

From: Scott A. Loehr, Superintendent

Principal/Administrator Initials: _____

SUBJECT: Safe Firearm Storage Awareness

The Board will discuss the request from Moms Demand Action regarding a possible resolution and/or notification to families regarding responsible storing of firearms in homes.

RECOMMENDATION:



School Safety and Responsible Firearm Storage

Bottom Line: School officials can pass resolutions to ensure parents know about how responsible gun storage can prevent school shootings. In the vast majority of school gun violence incidents, the shooters are students, and they obtain their guns from home, the homes of friends or relatives. This is unsurprising, as nearly 4.6 million American children live in homes with at least one gun that is loaded and unlocked. By taking proactive steps to promote a culture of responsible firearm storage, schools can prevent school gun violence and keep school communities safe.

INTRODUCTION

Unauthorized access to firearms is a major source of today's gun violence. This is particularly true when it comes to school gun violence and gun violence among children or teens.

An estimated 4.6 million American children live in households with at least one loaded, unlocked firearm.¹ Every year, hundreds of children in this country gain access to firearms and unintentionally shoot themselves or someone else.² There is also strong evidence that in school gun violence incidents, shooters are exploiting unsecured and easily accessible firearms.

Everytown for Gun Safety, the National Education Association and the American Federation of Teachers has released a comprehensive set of proven effective solutions to intervene and prevent school gun violence³, and responsible firearm storage is an essential component to any effective strategy to keep schools safe.

KEY FINDINGS

The perpetrators of school gun violence are students or recent graduates.

The New York Police Department compiled information on active shooter incidents from 1966 - 2016, and analysis finds that 79% of active shootings in schools involved shooters who were school-aged and were a current student or recent graduate of the school.⁴

The overwhelming majority of firearms used in school gun violence incidents are obtained from the shooter's home, the homes of relatives, or the homes of friends.

In incidents of gun violence on school grounds, 78 percent of shooters under the age of 18 obtained their guns from their own home, a relative's home, or from friends.⁵

Access to unsecured firearms also contributes to unintentional gun violence among children and teens.

Every year, nearly 350 children under the age of 18 unintentionally shoot themselves or someone else. That's roughly one unintentional shooting per day, and approximately 77 percent of these



incidents take place inside a home. Nearly 600 more children die by gun suicide each year, most often using guns belonging to a family member.⁶

Responsible firearm storage can help prevent school gun violence and gun violence among children and teens.

Research shows that responsible firearm storage practices are associated with reductions in the risk of self-inflicted and unintentional firearm injuries among children and teens—up to 85 percent depending on the type of storage practice.⁷

Across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns—such as Moms Demand Action for Gun Sense in America's Be SMART program—that encourage secure gun storage practices and highlight the public safety risks of unsecured guns.⁸

Just this year, the Los Angeles, California Unified School District passed a resolution to require that information be sent home with students to educate parents on their responsibility under existing state and local laws that require gun owners to responsibly store any firearms they own. Under this new policy, parents or guardians would need to sign and return a letter acknowledging that they have read the information. This type of action is a simple yet effective step that others can and should take to protect our students.

RECOMMENDATIONS

Local school districts should take proactive steps to address the safety of students and the school community by building awareness of the need for responsible firearm storage practices.

1. Nineteen states, D.C., and several localities have some form of responsible firearm storage law.⁹ In these places, schools can notify parents of these laws and the importance of responsible gun storage.
2. In localities without a responsible firearm storage law, schools can bridge the gap and provide families with information about responsible firearm storage and its importance in keeping schools safe.

¹ Azrael D, Cohen J, Salhi C, Miller M. Firearm storage in gun-owning households with children: Results of a 2015 national survey. *Journal of Urban Health*. 2018; 95(3): 295-304. Study defined children as age under the age of 18.

² For more information on unintentional shootings by children, see: everytownresearch.org/notanaccident.

³ For more information on effective solutions to keep schools safe from gun violence see: Everytown for Gun Safety. Keeping our kids safe at school: a plan to stop mass shootings and end gun violence in American schools. everytownresearch.org/schoolsafety. February 2019.

⁴ New York City Police Department. Active shooters: Recommendation and analysis for risk mitigation. 2016. <https://on.nyc.gov/2GIEb11>.

⁵ Everytown was able to identify the gun source in 51 percent of the incidents that involved shooters under 18 years old (a total of 100 shooters). Most of these shooters — 78 percent — obtained the gun(s) from their home or the homes of relatives or friends. Other analysis of school shootings consistently find that a clear majority of school shooters - between 68% and 80% - obtain their guns from family members, friends, or relatives. See United States Secret Service and United States Department of Education. The final report and findings of the safe school initiative: Implications for the prevention of school attacks in the United States. <https://bit.ly/2oFplwa>. Published May 2002. The study analyzed targeted school violence from 1974 through June 2000 finding that 68 percent of attackers acquired the gun(s) used in the incidents from their home or that of a relative. Centers for Disease Control and Prevention. Source of firearms used by students in school-associated violent deaths, United States, 1992-1999. *MMWR Weekly*. 2003; 52(09): 169-172. The study analyzed school-associated violent deaths between 1992 and 1999 finding that 79 percent of guns used were obtained from the shooter's home or that of a friend or



relative. Woodrow Cox J, Rich S. 'The gun's not in the closet.' The Washington Post. August 1, 2018. <https://wapo.st/2TyDnTW>. The study analyzed acts of gun violence at primary and secondary schools involving shooters under the age of 18 since 1999 finding that of the 105 cases in which the gun's source was identified, 80 percent were acquired from the child's home or those of relatives or friends.

⁶ For more information on unintentional shootings by children, see: everytownresearch.org/notanaccident.

⁷ Grossman DC, Mueller BA, Riedy C, et al. Gun storage practices and risk of youth suicide and unintentional injuries. *JAMA*. 2005; 293(6): 707-714. Study found households that locked both firearms and ammunition had an 85 percent lower risk of unintentional firearm deaths than those that locked neither.

⁸ <http://besmartforkids.org/about/>

⁹ CA, CT, DC, DE, FL, IL, IA, HI, MA, MN, MD, NV, NH, NJ, NC, RI, TX, VA, WA, WI. In addition, localities like Los Angeles, San Francisco, and New York City have responsible firearm storage ordinances.

Model Template for School Board Resolution

Whereas, Evidence strongly suggests that secure firearm storage is an essential component to any effective strategy to keep schools and students safe;

Whereas, An estimated 4.6 million American children live in households with at least one loaded, unlocked firearm;

Whereas, Every year, nearly 350 children under the age of 18 unintentionally shoot themselves or someone else. That's roughly one unintentional shooting per day, and 77 percent of these incidents take place inside a home;

Whereas, Another 590 children die by gun suicide each year, most often using guns belonging to a family member;

Whereas, In incidents of gun violence on school grounds, 79 percent of active shooters are current students or recent graduates, and 78 percent of shooters under the age of 18 obtained their guns from their own home, a relative's home, or from friends;

Whereas, Research shows that secure firearm storage practices are associated with up to an 85 percent reduction in the risk of self-inflicted and unintentional firearm injuries among children and teens;

Whereas, The U.S. Secret Service National Threat Assessment Center recommends the importance of appropriate storage of weapons because many school attackers used firearms acquired from their homes;

Whereas, Across the country, lawmakers, community members, and local leaders are working together to implement public awareness campaigns, such as Moms Demand Action for Gun Sense in America's Be SMART program, which is endorsed by the National PTA and which encourages secure gun storage practices and highlights the public safety risks of unsecured guns;

Whereas, Keeping students, teachers and staff safe from the threat of gun violence should be the responsibility of all adult stakeholders at each of our school sites;

Whereas, State law imposes criminal penalties on adults when a child gains unsupervised access to unsecured stored firearms;

Whereas, In order to continue with preventative measures to increase student and school

safety we must act now; now therefore, be it

Resolved, That the Board directs the Superintendent and staff to update the Student Handbook to include information about parents' legal obligations regarding the secure storage of firearms;

Resolved further, That the Board directs the Superintendent to create an appropriate letter, in English and Spanish, to parents and guardians that explains the importance of secure gun storage and the legal obligations to protect minors from accessing irresponsibly stored guns, to be included in annual registration materials at each school site, and requiring a signature acknowledging awareness of secure gun storage responsibilities; and, be it finally;

Resolved, That the Board and the Superintendent will continue to work with local law enforcement agencies, health agencies and non-profits to collaborate and increase efforts to inform District parents of their obligations regarding secure storage of firearms in their homes.

Center Joint Unified School District

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| AGENDA REQUEST FOR: | |
| Dept./Site: Facilities & Operations | Action Item <u> X </u> |
| To: Board of Trustees | Information Item <u> </u> |
| Date: April 21, 2021 | # Attached Pages <u> 132 </u> |
| From: Craig Deason, Asst. Superintendant | |
| Initials: <u> CD </u> | |

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| <p>SUBJECT: APPROVAL OF CONSTRUCTION SERVICES AGREEMENT WITH CLARK/SULLIVAN CONSTRUCTION FOR LEASE-LEASEBACK PRECONSTRUCTION AND CONSTRUCTION SERVICES FOR THE REX FORTUNE ELEMENTARY SCHOOL CONSTRUCTION PROJECT</p> <p>The Center Joint Unified School District (District) is proceeding with the Rex Fortune Elementary School Project, formally known as the New Sierra Vista Elementary School Site #1 Project. On February 5, 2021, the District issued a Request for Qualifications and Proposals (RFQ/P) to verify qualifications and consider proposals of firms to provide Lease-Leaseback (LLB) pre-construction and construction services pursuant to Education Code Section 17406, et seq. relating to Project. In addition to sending the RFQ/P to known firms, an advertisement for the RFQ/P was published on February 5, 2021 and February 12, 2021 in the Daily Journal and distributed in the Sacramento Regional Builders Exchange, a local trade paper.</p> <p>The District held a virtual project briefing and on February 17, 2021 via Zoom. Twelve contractors attended the meeting, which included a virtual tour of the project site. Eight of these firms submitted the required prequalification documentation by the February 24 deadline. Each firm was notified on February 25 that they had been vetted and deemed qualified to submit a response to the RFQ/P. All eight of these firms submitted responses to the RFQ/P by the March 5 deadline.</p> <p>On March 12, 2021, the District's selection committee conducted interviews with six of the eight responsive firms. Proposals and interviews were evaluated and scored by District staff based on the Evaluation Criteria identified in the RFQ/P. An average score was then calculated based on the evaluation criteria. Following this effort, the District determined from its evaluation of the six interviewed firms that Clark/Sullivan Construction is the firm who can provide the best value for the District for the Project.</p> <p>A professional services agreement is attached with Clark/Sullivan Construction to provide lease-leaseback preconstruction and construction services for the project. The attached agreement provides the proposed scope, terms, and fees. Total not to exceed fees for the preconstruction services are \$64,400.</p> <p>RECOMMENDATION: The Board of Trustees approve Construction Services Agreement with Clark/Sullivan Construction for Lease-Leaseback Preconstruction and Construction Services for the Rex Fortune Elementary School Construction Project</p> |
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**FOR REX FORTUNE ELEMENTARY SCHOOL
CONSTRUCTION PROJECT**

SUBLEASE AGREEMENT

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

CLARK/SULLIVAN CONSTRUCTION

Dated as of April 21, 2021

FOR REX FORTUNE ELEMENTARY SCHOOL

CONSTRUCTION PROJECT

SUBLEASE AGREEMENT

This SUBLEASE AGREEMENT ("Sublease") is dated as of April 21, 2021 and is by and between the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California ("District"), and Clark/Sullivan Construction, a California corporation and operating under the laws of the State of California ("Lessor" or "Contractor").

RECITALS:

WHEREAS, the District deems it essential for its own governmental purpose, to finance the construction of certain improvements as described in Exhibit "A" attached hereto (the "Project") and situated on the **Rex Fortune Elementary School** site described in Exhibit "B" attached hereto (the "Site"); and

WHEREAS, pursuant to Section 17400 *et seq.* of the Education Code, the District may enter into leases and agreements relating to real property and buildings used by the District; and

WHEREAS, pursuant to Section 17406 of the Education Code, the District is leasing the Site to Lessor under a lease agreement dated the date hereof (the "Site Lease") for the purpose of Lessor constructing improvements on the Site during the Term of the Site Lease on the terms and conditions the District finds to be in its best interest and set forth in this Sublease and the Construction Services Agreement attached as Exhibit "C" to the Site Lease; and

WHEREAS, the Governing Board of the District has determined it is in its best interests to enter this Sublease by which it will sublease the Site from Lessor during and after the construction of tenant improvements for the benefit of the District and make the Sublease Payments on the dates and the amounts set forth in the Sublease. Sublease Payment Schedule attached hereto as Exhibit "C"; and

WHEREAS, the District owns the Site, and pursuant to the Construction Services Agreement, has prepared and adopted plans and specifications for the completion of improvements, which have been approved pursuant to law as required by Section 17402 of the Education Code; and

WHEREAS, the District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

WITNESSETH:

In consideration of the mutual covenants hereinafter set forth, the District and Lessor parties hereto agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this Sublease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Services Agreement"** (CSA) means the Construction Services Agreement attached to and incorporated into the Site Lease, together with any duly authorized and executed amendments hereto.

- C. **"Construction Documents"** consist of the Plans and Specifications approved by DSA under Application Number TBD upon DSA Approval of Plans, File Number TBD upon DSA Approval of Plans, Allowances stipulated in the Contract Documents, and all Addenda's, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- D. **"Contract Documents"** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See Article 14 of the Construction Services Agreement).
- E. **"Day"** means a calendar day unless specifically designated as a business day.
- F. **"District"** means the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- G. **"Effective Date"** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **"Event of Default"** means one or more events of default as defined in Article 14 of this Sublease.
- I. **"Guaranteed Maximum Price" or "GMP"** means the Guaranteed Maximum Price established pursuant to Article 5 of the Construction Services Agreement to be paid to Lessor for Lessor's construction of the Project, subject to any adjustments for Extra Work/Modifications as provided in Article 17 of the Construction Services Agreement.
- J. **"Lessor"** shall mean [CONTRACTOR], and its successors and assigns.
- K. **"Project"** means the improvements and related work to be constructed and installed by the Lessor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- L. **"Site"** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, particularly described in Exhibit "B" attached hereto.
- M. **"Site Lease" or "Lease"** means the Site Lease of even date herewith, by and between the District and the Lessor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Lessor.

- N. **"Sublease"** means this Sublease together with any duly authorized and executed amendment hereto.
- O. **"Sublease Payment"** means any payment required to be made by the District pursuant to Article 6 of this Sublease.
- P. **"Term of this Sublease" or "Term"** means the time during which this Sublease is in effect, as provided for in Article 3 of this Sublease.

2. **SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and sub leases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full Term of this Sublease. The leasing by the Lessor to the District of the Site shall not effect or result in a merger of the District's leasehold estate pursuant to this Sublease and its fee estate as lessor under the Site Lease, and the Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the Term thereof and the Term of this Sublease.

3. **TERM OF THE SUBLEASE.**

- A. The Term of this Sublease shall become effective upon the latter date that both of the following occur: authorized execution of this Sublease; and, issuance of a Notice to Proceed in accordance with the Construction Services Agreement and shall continue for [NUMBER] months from the District's date of occupancy.
- B. Termination of Term. Except as otherwise provided, the Term of this Sublease shall terminate upon the earliest of any of the following events:
- (1) The arrival of the last day of the Term of this Sublease and payment of all Sublease Payments hereunder;
 - (2) An Event of Default and the Lessor's election to terminate this Sublease pursuant to the provisions of Articles 14 and 15, hereof;
 - (3) The exercise of the District's option under Article 19 hereof; or
 - (4) Termination of the Construction Services Agreement as provided therein.

REPRESENTATIONS, WARRANTIES AND COVENANTS OF DISTRICT. The District represents and warrants to Lessor that:

- C. District is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;
- D. District's governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;
- E. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which District is a party by which it or its property is bound;

- F. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;
- G. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to the District exceeds the Term of this Sublease;
- H. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;
- I. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the site is maintained under the Sublease; and
- J. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed) to be used or stored on, under or about the Site.

4.

REPRESENTATIONS AND WARRANTIES OF LESSOR. Lessor represents and warrants to District that:

- A. Lessor is duly organized in the State of California, and in good standing as a corporation under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. Lessor has full power, authority and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery and performance of this Sublease has been duly authorized by all necessary corporate actions on the part of Lessor and does not require any further approvals or consents;
- C. The execution, delivery and performance of this Sublease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which Lessor is a party by which they or their property is bound;
- D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform their obligations under this Sublease; and
- E. Lessor will not mortgage or encumber the Site or the Sublease or assign this Sublease or their rights to receive Sublease Payments hereunder, except as permitted herein.

5. **APPROPRIATION OF FUNDS.**

- A. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain on deposit, and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

6. **SUBLEASE PAYMENTS.**

- A. District shall pay Lessor sublease payments (the "Sublease Payments") for the improvements, use and occupancy of the Project and Site. The obligation of the District to pay Sublease Payments hereunder shall constitute a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District. Under no circumstance may the Sublease Payments, or any component thereof, become due and owing earlier than as set forth herein, payment of which is not and shall not be subject to acceleration. The Sublease Payments, which the parties acknowledge and agree, are good and sufficient consideration for the improvements and the District's use and occupancy of the Project and the Site.
- B. No Sublease Payment shall be made by the District in excess of the GMP, as defined herein above.
- C. In the event the District elects to exercise its option under Article 19.B below, the District's obligations under this Sublease including, but not limited to, the District's obligations to make Sublease Payments under this Article, shall thereupon cease and terminate.
- D. The Sublease Payments include Fair Rental Value Payments in consideration of the rights of the District as sub-lessee hereunder, as well as the other elements of the GMP detailed in accordance with Article 5 of the Construction Services Agreement.

7. **FAIR RENTAL VALUE PAYMENTS.**

Fair Rental Value Payments shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term, exclusive of all other Sublease Payments relates to the Contractor's obligations under the Construction Services Agreement. Full ownership of the Project shall occur at the end of the Term of this Sublease and payment of any amounts owed under this Sublease, unless this Sublease, the Site Lease or Construction Services Agreement is terminated in accordance with their respective terms and conditions.

- A. Due to the restricted purposes of the Site Lease, the compensation Lessor anticipates under the Construction Services Agreement, the limited use and occupancy of improvements by Lessor on the Site under the Site Lease, and the special nature and valid uses of school district property, and because the Site and improvements thereon shall be unfit for any use other than construction of the improvements contemplated under the Construction Documents until substantial completion thereof, the parties agree that the fair rental value of this Sublease must be based upon those limitations. In making such determination, consideration has been given to the fair market value of the Project and the Site, the compensation promised to the Lessor in consideration of Lessor's obligations under the Construction Services Agreement, that title to the improvements completed and paid for by District as to which the District shall have the right to possess, occupy and use, the uses and purposes which may be served by the Project and the Site and the benefits therefrom which will accrue to the District and the general public, the

ability of the District to make additions, and modifications and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement (Exhibit "C" to Site Lease) and which do not interfere with the Lessor's work on the Project and the Site.

- B. Accordingly the parties agree that the Fair Rental Value Payments under these specific limited conditions shall be the sum of (TBD Negotiated GMP) DOLLARS (\$ TBD) per month, or prorated for any portion less than a month, of the Term of this Sublease. Fair Rental Value Payments shall be made solely from local funds, separate and distinct from any local matching funds related to state bond funds or other funds restricted to payments for construction services.

SUBLEASE ABATEMENT.

In addition to delay of Fair Rental Value Payments provided in Article 6, above, Fair Rental Value Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by the District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by the District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Fair Rental Value Payments to be abated and; iv) the concluding date of the particular abatement shall all be subject to determinations by the District. The amount of Sublease abatement shall be such that the Fair Rental Value Payments paid by the District during the period of Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect.

8.

USE OF SITE AND PROJECT.

Subject to reasonable interference from construction operations by the Lessor under the terms of the Construction Services Agreement during the Term of this Sublease, Lessor shall provide the District with quiet use and enjoyment of the Site without suit, or hindrance from Lessor or their assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate or maintain the Site or Project improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, the District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Site or the Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or the Project or its interest or rights under this Sublease. Lessor acknowledges that at any time during the Term of this Sublease, District may access the Site to conduct District business. Lessor acknowledges and agrees to the District's use or occupation of the Site, so long as such use or occupation does not unreasonably interfere with construction of the Project. Upon substantial completion of the Project or severable portions hereof, the Lessor shall provide the District with quiet use and enjoyment of the Site without suit or hindrance from the Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by the Lessor. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion

of the Project or Site it occupies, uses or possesses. District shall provide certificates of insurance and additional insured endorsement naming Lessor.

9. **LESSOR'S INSPECTION/ACCESS TO THE SITE.**

District agrees that Lessor and any of Lessor's representatives shall have the right at all reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site or Project, to make repairs or service warranty obligations, and to exercise its remedies pursuant to the section in this Sublease entitled "Remedies on Default." District further agrees that Lessor and any of Lessor's representatives shall have such rights of access to the Site as may be reasonably necessary to cause the proper maintenance of the Site and the Project in the event of failure by District to perform its obligations hereunder.

10. **PROJECT ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing and recording a Notice of Completion. The validity of this Sublease will not be affected by any delay in or failure of completion of the Project.

11. **ALTERATIONS AND ATTACHMENTS.** All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of this Sublease. Separately identifiable attachments added to the Project by the District shall remain the property of the District. At Lessor's request, the District agrees to remove the attachments and restore the Project to substantially as good a condition as when acquired and constructed, normal wear and tear excepted, in the event of failure by the District to perform its obligations hereunder.

12. **MAINTENANCE AND UTILITIES.**

Until the date of beneficial occupancy by the District of the entire Project and Substantial Completion of the Project as defined in the Construction Services Agreement, Lessor shall, in its own name, contract for and pay the expenses of all utility services required for the Project. Upon beneficial occupancy of the entire Project and Substantial Completion of the Project, the District shall, in its own name, contract for and pay the expenses of all utility services including, but not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. The District shall be responsible for all utilities and maintenance of only the portion of the Site occupied solely or beneficially by the District during construction of the Project by Lessor. Once the Project is accepted by the District as finally complete, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

13. **TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

14. **EVENTS OF DEFAULT.** The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

- A. The District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by Lessor;
- B. The Lessor discovers that any statement, representation or warranty made by the District in this Sublease, or in any document ever delivered by the District pursuant hereto or in connection herewith is misleading or erroneous in any material respect;
- C. The District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

15. **REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default, Lessor may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable. The District shall continue to remain liable for the payment of Fair Rental Value Payments through the date of termination of this Sublease and damages shall be payable to Lessor at the time and in the manner set forth in subsections (A) and (B) of this Article:

- A. In the event that Lessor does not elect to terminate this Sublease pursuant to subsection (B) below, the District agrees to and shall remain liable for the payment of Sublease Payments and the performance of all obligations herein.
- B. In the event of termination of this Sublease by Lessor in the manner permitted hereinafter on account of default by the District, the District shall pay Lessor Fair Rental Value Payments then due and owing, including any past due and not paid, through the date of termination. Neither notice to pay Sublease Payments, nor to deliver up possession of the Project and the Site given pursuant to law, nor any proceeding in unlawful detainer taken by Lessor shall of itself operate to terminate this Sublease. In the event of any litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.
- C. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

16. **NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of the other party. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by the District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

17.

ASSIGNMENT.

Without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, the District shall not (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Project or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 *et seq.* However, District may lease, license or otherwise allow use or occupation of the Site for third party use so long as such use or occupation does not unreasonably interfere with construction of the Project. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Lessor shall not assign its obligations under this Sublease with the exception of their obligation to issue default notices and to convey or re-convey their interest in the Project and Site to the District upon full satisfaction of the District's obligations hereunder; however, the Lessor may assign their right, title and interest in this Sublease, the Sublease Payments and other amounts due hereunder and the Project in whole or in part to one or more assignees or sub-assignees at any time upon written notice to and acceptance by the District. The District shall not unreasonably withhold such approval. No assignment shall be effective as against the District unless and until the District is so notified in writing and has approved said assignment also in writing, executed under authority of the Board. The District shall pay all Fair Rental Value Payments due hereunder pursuant to the direction of Lessor or the assignee named in the most recent assignment or notice of assignment. During the Sublease Term, the District shall keep a complete and accurate record of all such assignments. Subject always to the foregoing, this Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto.

18.

OWNERSHIP.

During the Term of this Sublease, the District shall hold title to the Site and shall obtain title to the Project from the Lessor as provided in no later than thirty (30) days after termination of this Sublease, and any and all additions which comprise fixtures, repairs, replacements or modifications thereof, as Sublease Payments are made to Lessor. During the Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. At the termination of this Sublease, title to the Site, and any improvements constructed thereon shall vest in the District.

During the Term of this Sublease, the Lessor shall have a leasehold interest in the Site pursuant to the Site Lease. If the District prepays the Sublease Payments in full pursuant to Article 19 hereof or otherwise pays all required Sublease Payments, all remaining rights, title and interests of the Lessor, if any, in and to the Project and Site, shall be fully transferred to and vested in the District. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease, title to the Site, and any improvements thereon, including, without limitation, those construction by or on behalf of Lessor shall vest in the District.

19.

SUBLEASE PREPAYMENT/ PURCHASE OPTION.

- A. **Sublease Prepayments.** At any time during the term of this Sublease, the District may in its sole discretion, upon the request of the Lessor or on upon its own initiative, make Sublease Prepayments to the Lessor. Sublease Prepayments, and any request therefore from the Contractor, shall only be valid when the Project is completed earlier than anticipated under the Construction Services Agreement, and the District elects to pay remaining Fair Rental Value

Payments earlier than scheduled in order to conclude full and final payment of all Sublease Payments.

- B. Purchase Option. If the District is not in default hereunder, the District shall be granted options to purchase not less than all of the Project in as-is condition. The Prepayment Price at any given time shall be an amount equal to the GMP, as it may be revised from time to time, less the sum of any Sublease Payments and/or Sublease Prepayments made by the District prior to the date on which the District elects to exercise its option under this Article.

20. **RELEASE OF LIENS.**

- A. Notwithstanding Article 19 above, upon Substantial Completion of the Project as defined in the Construction Services Agreement and the recording of a Notice of Completion for the Project, Lessor or its assignee and the District shall release Lessor's leasehold interest in Project and the Site. However, District shall retain any and all claims and or warranties it may have under the Construction Services Agreement.
- B. Lessor shall authorize, execute and deliver to the District all documents reasonably requested by the District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

21. **TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease, and all obligations of the District hereunder shall immediately terminate.

22. **SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

23. **INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and the District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

24. **NOTICES.**

Services of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessor: **Clark/Sullivan Construction**
1340 Blue Oaks Boulevard, #150
Roseville, CA 95678
Attn.: Ted Foor, President
TFood@ClarkSullivan.com

If to District: **Center Joint Unified School District**
8408 Watt Avenue
Antelope, CA 95843
Attn.: Scott Loehr, Superintendent
SLoehr@CenterUSD.org

25. **TITLES.**

The titles to the Articles or sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof.

26. **TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

27. **LAW, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of **Sacramento**, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, each party shall bear its own attorney's fees.

IN WITNESS WHEREOF, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

“DISTRICT”

“LESSEE”

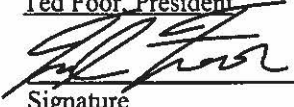
CENTER JOINT UNIFIED SCHOOL DISTRICT

CLARK/SULLIVAN CONSTRUCTION

BY: Scott Loehr, Superintendent

BY: Ted Foor, President

Signature



Signature

EXHIBIT A
DESCRIPTION OF PROJECT

EXHIBIT B
DESCRIPTION OF SITE

**FOR REX FORTUNE ELEMENTARY SCHOOL
CONSTRUCTION PROJECT**

SITE LEASE

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

CLARK/SULLIVAN CONSTRUCTION

Dated as of April 21, 2021

FOR REX FORTUNE ELEMENTARY SCHOOL CONSTRUCTION PROJECT

SITE LEASE

This SITE LEASE is dated as of April 21, 2021 and is by and between the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California (the "District") as lessor and Clark/Sullivan Construction, a California corporation operating under the laws of the State of California (the "Lessee").

WHEREAS, the District desires to provide for the construction of a new elementary school in the Sierra Vista residential development (the "Project"); and

WHEREAS, the District's governing board has determined that it is in the best interests of the District and for the common benefit of the citizens it serves to construct the Project by leasing to the Lessee land at the Rex Fortune Elementary School site at which the public improvements are to be constructed, as more specifically described in Exhibit "A," (the "Site"), and subleasing from the Lessee the Site and the Project under a Sublease Agreement (the "Sublease") attached hereto as Exhibit "B" and by this reference incorporated herein; and

WHEREAS, the Lessee has conducted Due Diligence of the Site and the Project to determine the suitability of the site, site conditions, utilities, hazardous substances, and other conditions for the construction of the Project (more fully detailed at Article 5 of the Construction Services Agreement); and

WHEREAS, the District is authorized under Section 17406 of the California Education Code to lease the Site and its governing body has duly authorized the execution of this Site Lease; and

WHEREAS, pursuant to this Site Lease, the District and Lessee have agreed to the terms of the Sublease, which is incorporated and attached hereto as Exhibit "B," by which the District will sublease the Site and retain beneficial use and occupancy of the Site during which term, improvements will be constructed by Lessee. As the constructed improvements are completed, the District shall receive full beneficial use and occupancy of the constructed improvements upon payment for such improvements by the District to the Lessee. As part of this Site Lease, the District and the Lessee have agreed to terms by which the Lessee will perform construction improvements on the Site during the term of the Sublease according to the terms of the Construction Services Agreement ("CSA"), which is incorporated and attached to the Site Lease as Exhibit "C," to ensure that the improvements will meet the District's expectations and comply with applicable law.

WHEREAS, upon completion of the improvements further described in the Construction Services Agreement, the District shall have sole occupancy of the Site for the term described in the Sublease and shall pay rent to Lessee in accordance with the Sublease Payment Schedule as described in the Sublease.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, District and Lessee agree as follows:

1. **DEFINITIONS.** Unless the context otherwise requires, the terms defined in this Article shall, for all purposes of this lease, have the meanings as herein specified.
 - A. **"Commencement Date"** shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with the Construction Services Agreement.
 - B. **"Construction Services Agreement" (CSA)** means the Construction Services Agreement attached hereto and fully incorporated herein, together with any duly authorized and executed amendments hereto.

- C. **“Construction Documents”** consist of the Plans and Specifications approved by DSA under Application Number TBD upon DSA Approval of Plans, File Number TBD upon DSA Approval of Plans, Allowances stipulated in the Contract Documents, and all Addenda's, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed and approved by the District, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- D. **“Contract Documents”** means those documents which form the entire Contract by and between District and Contractor. As of the effective date of the Lease and Sublease, the Contract Documents consist of the Lease, the Sublease, any General, Supplementary and other Conditions, the Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties. (See Article 14 of the CSA).
- E. **“Day”** means a calendar day unless specifically designated as a business day.
- F. **“District”** means the Center Joint Unified School District, a school district duly organized and existing under the laws of the State of California.
- G. **“Effective Date”** is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease.
- H. **“Lessee”** shall mean [CONTRACTOR], and its successors and assigns.
- I. **“Project”** means the improvements and related work to be constructed and installed by the Contractor, as part of this Site Lease and in accordance with the Construction Services Agreement attached hereto as Exhibit “C”.
- J. **“Site”** refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work, more particularly described in Exhibit “A” attached hereto.
- K. **“Site Lease” or “Lease”** means this Site Lease together with any duly authorized and executed amendment hereto under which the District leases the Site to the Lessee.
- L. **“Sublease”** means the Sublease attached hereto and incorporated as Exhibit “B”, together with any duly authorized and executed amendment thereto.
- M. **“Sublease Payment”** means any payment required to be made by the District pursuant to Article 7 of the Sublease.

- N. **"Term of this Lease" or "Term"** means the time during which this Lease is in effect, as provided for in Article 3 of this Site Lease.

2. **SITE LEASE.**

The District leases to the Lessee, and the Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of **Sacramento**, County of **Sacramento**, State of California, more specifically described in Exhibit "A" attached hereto, including any improvements now or hereafter affixed thereto. During the Term of this Site Lease, Lessee shall have a leasehold interest in the Site described herein and in Exhibit "A".

3. **TERM.**

- A. The Term of this Site Lease shall become effective upon the latter date that both of the following occur: authorized execution of this Site Lease; and, issuance of a Notice to Proceed in accordance with the Construction Services Agreement. The Term of this Site Lease shall terminate as of the last day of the Sublease, unless sooner terminated as provided thereby. If on the scheduled date of termination of this Site Lease, Sublease Payments shall have therefore been abated at any time and for any reason, then the term of this Site Lease shall be subject to a Liquidated Damages cost as set forth in Article 3.7 of the Construction Services Agreement and the Site Lease shall be extended until the date upon which all such Sublease Payments shall have been fully paid. Without limiting any other term or provision of the Sublease Agreement or Construction Services Agreement between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site, and any improvements thereon, including, without limitation, those constructed thereon by the Lessee, shall vest in the District in accordance with Education Code section 17406.
- B. In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Site Lease, and all obligations of the District hereunder shall immediately terminate.

4. **REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.** The District represents, covenants and warrants to the Lessee that:

- A. The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease;
- B. There are no liens on the Site other than Permitted Encumbrances;
- C. All taxes, assessments or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full;
- D. The Site is properly zoned (or subject to an exception from zoning) for the intended purpose and utilization of the Site ;
- E. The District is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to the Site;
- F. Except for Validation Actions concerning the Project, there is no litigation of any kind currently pending or threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease;

G. To the best of the District's knowledge, except for that which shall be disclosed by the District prior to the Project commencement date in the Notice to Proceed:

- (1) no dangerous, toxic or hazardous pollutants, contaminants, chemicals, waste, materials or substances, as defined in or governed by the provisions of any State or Federal Law relating thereto (hereinafter collectively called "Environmental Regulations", and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant or contaminant which would subject the owner of the Site or the Lessee or the Lessee's subcontractors to any damages, penalties or liabilities under any applicable Environmental Regulation (hereinafter collectively called "Hazardous Substances", are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited or disposed of in, upon, under, over or from the Site;
- (2) no threat exists of a discharge, release or emission of a Hazardous Substance upon or from the Site into the environment;
- (3) the Site has not been used as or for a mine, a landfill, a dump or other disposal facility, industrial or manufacturing facility, or a gasoline service station;
- (4) no underground storage tank is now located in the Site or has previously been located therein;
- (5) no violation of any Environmental Regulation now exists relating to the Site, no notice of any such violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency which in any way relates to Hazardous Substances;
- (6) no person, party or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment or natural resources, resulting or allegedly resulting from any activity or event described in (1) above;
- (7) there are not now any actions, suits, proceedings or damage settlements relating in any way to Hazardous Substances, in, upon, under over or from the Site;
- (8) the Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substance sites maintained by any federal, state or local governmental agency; and
- (9) the Site is not subject to any lien or claim for lien or threat of a lien in favor of any governmental entity or agency as a result of any release or threatened release-of any Hazardous Substance.

H. To the extent permitted by law, the District shall not abandon the Site for the use for which it is currently required by the District and further, shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site and Project are to be maintained under the Site Lease.

I. The term "Permitted Encumbrances" as used herein shall mean, as of any particular time:

- (1) liens for general ad valorem taxes and assessments, if any, not then delinquent;
- (2) this Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions which exist of record as of the date of this Site Lease and which will not materially impair the use of the Site;
- (3) easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions, or restrictions established following the date of recordation of this Site Lease and to which the Lessee and the District consent in writing which will not impair or impede the operation of the Site.

5. **REPRESENTATIONS AND WARRANTIES OF THE LESSEE.** The Lessee represents and warrants to the District that:

- A. The Lessee is duly organized in the State of California, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property;
- B. The Lessee has full power, authority and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of the Lessee and does not require any further approvals or consents;
- C. Execution, delivery and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Lessee is a party or by which it or its property is bound;
- D. There is no pending or, to the best knowledge of the Lessee, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Lessee to perform its obligations under this Site Lease; and

6. **RENTAL.**

The Lessee shall pay to the District as and for advance rental hereunder \$1.00 per year or part thereof, or the aggregate sum of \$1.00 x number of years of lease not exceed \$5.00, on or before the date of commencement of the Term of this Site Lease. The Lessee shall have no obligation to make rental payments hereunder in the event the Commencement Date of this Site Lease does not occur as a result of the District's inability to issue a Notice to Proceed for the Project pursuant to the provisions of the Construction Services Agreement.

7. **PURPOSE.**

The Lessee is Leasing and shall use the Site solely for the purpose of constructing the Project thereon for the compensation set forth in the Construction Services Agreement and for subleasing the Site and the Project to the District for compensation set forth therein; provided, that upon the occurrence of an Event of Default by the District under the Sublease, the Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

In no event shall the Lessee have a right to use or occupy any improvements on the Site for any use or purpose other than carrying out its obligations under the Construction Services Agreement, including that Lessee shall have no right to make use of any completed improvements on this Site, whatsoever, other than any utility access that may be provided under the Construction Services Agreement.

8. **TERMINATION.** The Lessee agrees, upon termination of this Site Lease or the end of the Term of this Site Lease:

- A. To quit and surrender the Site in the same good order and condition as it was in at the time of commencement of the Term hereunder, reasonable wear and tear excepted;
- B. To release and reconvey to the District any liens and encumbrances created or caused by the Lessee; and
- C. That any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease shall remain thereon and title thereto shall vest in the District.

Notwithstanding the District's foregoing rights in the event of termination, the Lessee shall retain the right to full compensation for all services rendered prior to the termination, including all rights they have under the Construction Services Agreement and the Sublease as well as all recourse provided by California law including common law, for the value of the work performed on the Site and/or the Project.

In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

9. **QUIET ENJOYMENT.**

Subject to the terms of the Sublease attached hereto as Exhibit "B", the District covenants and agrees that it will not take any action to prevent the Lessee's quiet enjoyment of the Site during the Term hereof; and, that in the event District's fee title to the Site is ever challenged so as to interfere with the Lessee's right to occupy, use and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend the Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Site Lease Term, to use the Site for District purposes, pursuant to the terms of the Sublease.

10. **NO LIENS.**

The District shall not mortgage, sell, assign, transfer or convey the Site or any part thereof to any person during the Term of this Site Lease, without the written consent of the Lessee. Nothing herein shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project for which it is intended.

11. **RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to use the Project during the Term of this Site Lease or Sublease and enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements or changes necessary for the preservation thereof, but in doing so shall not interfere with the Lessee's operations on the Project.

12. **ASSIGNMENT AND SUBLEASING.**

The Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the written consent of the District.

13. **NO WASTE.**

The Lessee agrees that at all times that it is in possession of the Site it will not commit suffer or permit any waste on the Site, and it will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

14. **DEFAULT.**

In the event the Lessee shall be in default in the performance of any obligation on its part to be performed under the terms of the Construction Services Agreement and this Site Lease, which default continues for thirty (30) days following notice and demand for correction thereof to the Lessee, the District may exercise any and all remedies granted by law, except that no merger of this Site Lease and of the Sublease shall be deemed to occur as a result thereof.

15. **TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the Project from the Lessee, including any and all additions which comprise improvements, fixtures, repairs, replacements or modifications, as such improvements are built and paid for pursuant to the Construction Services Agreement with full title vesting in the District to all improvements upon the end of the Term of this Site Lease.

16. **TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. Pursuant to Section 107.6 of the California Revenue and Taxation Code, District hereby notifies Lessee that: (i) the property interest obtained by Lessee pursuant to the Site Lease may be subject to property taxation; and (ii) Lessee may be subject to the payment of property taxes levied on the property interest obtained by Lessee.

17. **EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including but not limited to the Project, is taken by eminent domain, the financial interest of the Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments and Retention Payment, as applicable, then due or past due, less any allowed withholdings or offsets, and unearned interest as of the date the Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

18. **LIQUIDATED DAMAGES.**

Pursuant to Lessee's Due Diligence, as further described in Article 5 of the Construction Services Agreement, Lessee has determined the Term of this Site Lease which shall extend at least until the Punch List is completed under Article 13 of the Construction Services Agreement. Pursuant to the Construction Services Agreement, Liquidated Damages shall apply if the Contract Time is exceeded.

19. **PARTIAL INVALIDITY.**

If any one or more of the terms, covenants or conditions of this Site Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Site Lease shall be affected thereby, and each provision of this Site Lease shall be valid and enforceable to the fullest extent permitted by law.

20. **NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be served, given or made in writing upon the District or the Lessee, as the case may be, by personal delivery or registered mail to the respective addresses given below. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by email, or fax followed by regular mail, addressed as follows:

If to Lessee: **CLARK/SULLIVAN CONSTRUCTION**
1340 Blue Oaks Boulevard, #150
Roseville, CA 95678
(916) 338-7707
Ted Foor, President

If to District: **CENTER JOINT UNIFIED SCHOOL DISTRICT**
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400
Scott Loehr, Superintendent

21. **BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, the Lessee and its respective successors in interest and assigns.

22. **AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered or terminated without the written agreement of the District and the Lessee.

23. **EXECUTION IN COUNTERPARTS.**

This Site Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. **LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, the action shall be brought in a state court situated in the County of Sacramento, State

of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

25. **INTEGRATION/MODIFICATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein and shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

26. **HEADINGS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Site Lease.

27. **TIME.**

Time is of the essence in this Site Lease and each and all of its provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

"DISTRICT"

"LESSEE"

CENTER JOINT UNIFIED SCHOOL DISTRICT

CLARK/SULLIVAN CONSTRUCTION

BY: Scott Loehr, Superintendent

BY: Ted Foor, President

Signature


Signature

EXHIBIT "A"
DESCRIPTION OF SITE

EXHIBIT "B"

SUBLEASE

[SEE DOCUMENT FOLLOWING]

EXHIBIT "C"
CONSTRUCTION SERVICES AGREEMENT

[SEE DOCUMENT FOLLOWING]

**REX FORTUNE ELEMENTARY SCHOOL CONSTRUCTION PROJECT
CONSTRUCTION SERVICES AGREEMENT**

Between

CENTER JOINT UNIFIED SCHOOL DISTRICT

and

CLARK/SULLIVAN CONSTRUCTION

Dated as of April 21, 2021

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REX FORTUNE ELEMENTARY SCHOOL CONSTRUCTION PROJECT

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is made as of April 21, 2021, by and between the Center Joint Unified School District, a California School District organized and existing under the laws of the State of California (hereinafter called the "District"), and Clark/Sullivan Construction, a California Corporation operating under the laws of the State of California ("Contractor").

General intent of agreement:

WHEREAS, the District entered into an agreement with an architectural firm prequalified with the District (the "Architect") to provide architectural services for the District for the purpose of developing Construction Documents for the construction of a new elementary school site within the Sierra Vista residential development (the "Project").

1. GENERAL INTENT

- 1.1 The District's Governing Board (hereinafter, "Board") has reviewed the lease-leaseback methodology under current California Education Code section 17406, and amended by AB 2316, which permits the governing board of a school district to lease to any person, firm, or corporation that is selected in accordance with the best value process set forth in the statute, any real property owned by the District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district prior to or at the expiration of the lease.
- 1.2 As part of the Board's consideration of this lease-leaseback method of delivery, the Contractor will not only be undertaking the traditional due diligence of investigating existing Project and site related information, documents and the Project site, but as part of the Contractor's "Due Diligence" (as defined herein) under the lease-leaseback delivery method, the Contractor will have completed Pre-Construction Services under this agreement.
- 1.3 The Board in its consideration of the substantial evidence that is available to the District staff and through the Board's own research has determined that this ability to work between the Contractor and the Architect to resolve a greater percentage of construction claims that would ordinarily arise through any of the other delivery methods addressed in Article **Error! Reference source not found.** above also provides the ability of the Contractor to determine the likely level of errors and omissions, and provides a Guaranteed Maximum Price for the Project based on the Contractor's Due Diligence. The unique ability to determine with certainty the budget numbers for the Project provides this Board the ability to not only ensure that the District is best serving the community and its school children, but also provides the ability to focus resources towards future and simultaneous projects that could not be undertaken during any of the other delivery methods since a sizable contingency needs to be set aside for potential claims, litigation, arbitration, mediation, and delays that could jeopardize the ability to plan for occupancy of the building or the possibility of having to spend significant resources to procure alternative facilities.
- 1.4 As part of this lease-leaseback Construction Services Agreement, a site lease with Contractor (the "Site Lease"), for the Project has been entered into and attached as Exhibits to the Site Lease is a description of the site (the "Site") in order for Contractor to construct improvements to this existing school Site under the possessory interest of a lease with a greater degree of control over the overall Project, including ability to coordinate Site related items such as utilities, ability to insure both the Project and the Site against a broader range of risks, and greater primary control and oversight over Subcontractors and suppliers for the Project as the lessee of the Site.

- 1.5 In addition, the Contractor subleases the constructed portions of the Site and the Project back to the District pursuant to a Sublease Agreement (the "Sublease") under which the District will be required to make Sublease Payments as described therein.
- 1.6 It is agreed that upon the expiration of the Site Lease and Sublease, title to the Project shall vest in the District.
- 1.7 Contractor represents that Contractor is uniquely experienced in Construction of public schools including, but not limited to, the specific requirements and regulations of the Field Act as administered by the Division of State Architect, working with the Division of State Architect, Office of Public School Construction, California Department of Education and work with the various applicable other State and local agencies that have jurisdiction over the Project, is duly licensed as a contractor in the State of California, and is prepared to analyze, synthesize and efficiently perform construction work for the District as more fully set forth in this Agreement.
- 1.8 Contractor has completed Due Diligence as defined in Articles 4 and 5 to establish a Guaranteed Maximum Price for the Project (which may include a Design Errors and Omissions Contingency and a Construction Contingency for Contractor's own errors and omissions) that will not be exceeded. Contractor has investigated the site conditions and reviewed the Construction Documents to establish that there are no known problems with respect to the site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth in Article 3 and defined in Article 5 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known site conditions, extensions on the Lease beyond the Lease period or any requests, except for such additional compensation provided for herein based upon unforeseen conditions and/or errors or omissions contained within the plans and specification or Construction Documents.
- 1.9 Since the Contractor has entered into a negotiated Lease and is performing this Construction Services Agreement as the Lessee of the Premises, Contractor understands and agrees that:
- 1.9.1 Public Contract Code section 20111 addressing competitive bidding does not apply to the Project pursuant to the specific language of Education Code section 17406 which provides for a competitive procurement process through request for sealed proposals from qualified proposers.
- 1.9.2 Public Contract Code section 3400 addressing proprietary specifications does not apply since the Contractor has entered into a negotiated Lease pursuant to which is obligated to build the Project. The Contractor agrees and acknowledges that it has had great opportunity throughout the Due Diligence process and negotiation of the Lease and related agreements to propose any changes or substitutions, and warrants that it shall propose no further changes or substitutions pursuant to Public Contract Code section 3400. Substitutions and Value Engineering are allowed to address cost savings and to more efficiently build the Project at Articles 5.4 and 16.
- 1.10 Prequalification of Contractor and MEP Subcontractors. In accordance with California Public Contract Code section 20111.6, the Contractor is required to submit to the District a completed set of prequalification documents on forms provided by the District and be deemed prequalified by the District prior to entering into the Contract for the Project. In addition, all mechanical, electrical or plumbing ("MEP") Subcontractors of any tier (contractors that hold C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses), must also be prequalified. It is the responsibility of the bidder to ensure that all MEP Subcontractors holding any of the licenses listed above are properly prequalified. This prequalification requirement for MEP Subcontractors applies even if the subcontractor will perform, or is designated to perform, work that does not require one of the licenses listed above, but the subcontractor holds one of the licenses listed above.

2. TITLE 24 RESPONSIBILITIES – GENERAL INTENT OF THE CSA

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish reasonable skill and judgment in constructing the Project as set forth in the Construction Documents, as defined in Article 4 for the Project which are described and/or set forth herein as Exhibit "A." Contractor agrees to furnish efficient business administration, coordination review of the Construction Documents, coordination of the work of the Subcontractors and vendors and superintendence to furnish at all times an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with the Construction Services Agreement and Construction Documents as defined in Article 14, below.

2.1 Title 24 Responsibilities. The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work in conformance with the Contract Documents. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

2.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Construction Documents. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

2.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Construction Documents and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Construction Documents, the Contractor shall correct the Work immediately.

2.1.3 *Inconsistencies.* All inconsistencies or timing or sequences which appear to be in error in the Construction Documents shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved plans, specifications, change orders, construction change documents, and as required by law. (See Title 24 Section 4-343)

2.1.4 *Verified Reports.* The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 13.16), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

2.1.5 *Reporting Requirements.* Contractor shall fully comply with any and all reporting requirements of Education Code sections 17315, et seq., in the manner prescribed by Title 24, as applicable.

2.1.6 *Contractor Responsibility.* The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

2.1.7 *All Work is performed Under the Direction of Inspector.* Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

- 2.1.8 *Contractor to Establish Timing and Protocol with Inspector.* Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.
- 2.1.9 *Conformance with Approved Submittals.* This conformance includes performing all Work only in conformance with approved Submittals, Shop Drawings, and Samples or the Inspector may be required to issue a DSA Form 154 Notice of Deviation from approved DSA Contract Documents.
- 2.1.10 *Incremental Assemblies.* For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals, so they may be presented to DSA. See PR-13 item 2.1.10 for further discussion.
- 2.1.11 *Coordination with Outside Contractors.* If any of the Work for the Project is known to include Work performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Project Schedule.

3. CONTRACT INFORMATION

3.1 District: Center Joint Unified School District
8408 Watt Avenue
Antelope, CA 95843
(916) 338-6400

Notices: Scott Loehr, Superintendent

3.2 Contractor: Clark/Sullivan Construction
1340 Blue Oaks Boulevard, #150
Roseville, CA 95678
(916) 338-7707

Notices: Ted Foor, President

The following are established through Contractor's review of the Program, Contract Documents and through Contractor's Due Diligence prior to entering into this Agreement:

- 3.3 Contract Time is 730 Days and is to adjusted at negotiations of GMP
- 3.4 Liquidated Damages for overstaying Lease (Art. 18) is \$1,200.00 per calendar day.
- 3.5 Guaranteed Maximum Price (Art. 5) is TBD at negotiations of the GMP.
- 3.5.1 Construction Preconstruction Fee is \$64,400 plus a \$10,000 Reimbursable Expense.

- 3.5.2 Construction Contingency (within GMP) is TBD at negotiations of the GMP.
- 3.5.3 Errors and Omissions Contingency (within GMP) is TBD at negotiations of the GMP.
- 3.5.4 Contractor's Overhead (within GMP) is TBD at negotiations of the GMP.
- 3.5.5 Contractor's Fee (within GMP) is TBD at negotiations of the GMP.
- 3.5.6 Sum of Fair Rental Value Payments under and within the anticipated Term of the Sublease (within GMP) is \$5.00.
- 3.6 The only exception to the GMP is Unforeseen Underground Conditions, and District Contingency for Owner requested extras as follows:
 - 3.6.1 District's Contingency (Art. 8) is TBD at negotiations of the GMP. District Contingency is carried outside of the GMP.
 - 3.6.2 Unforeseen Allowance is TBD at negotiations of the GMP. Unforeseen Allowance is carried outside of the GMP.
- 3.7 The Contractor's Fee for this Project is included in the GMP and either matches the lump sum proposed or has been calculated in accordance with the methodology proposed by Contractor in its Proposal in response to the District's Request for (Sealed) Proposals upon which award of this agreement is based.

4. **DEFINITIONS**

- 4.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.
- 4.2 Allowances are separate from the Unforeseen Allowance and mean budgets established for specific scopes of the Work which cannot be fully defined in the Construction Documents at the time that the GMP is established. Allowances may only be drawn upon pursuant to a Change Order issued pursuant to Article 17. In the event that an Allowance is included, the Contractor shall provide all services, work, labor and materials reasonably implicit in the description of the Allowance for the amount stated for the Allowance, all in accordance with the Construction Documents. Contractor acknowledges and agrees that it has had ample time and consideration to fully assess any Allowance(s) and to negotiate the description and amount of the Allowance(s), such that Contractor fully accepts and shall bear the entire risk and responsibility of providing all services, work, labor and materials required for the Allowance(s) under this Agreement. Expenditures from the GMP will either arise from Construction Contingency or Errors and Omissions Contingency and shall be submitted pursuant to Article 17 addressing Change Orders. The amount of the Change Order shall reflect the difference between actual costs approved by the District and the allowance amounts established in the GMP.
- 4.3 As-Builts are a set of Construction Documents maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Pay Application and a requirement for Contract Close-Out. See Article 13.14.
- 4.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.
- 4.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all life safety is operational. The fact that a building is occupied does not mean

that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if life safety items are not operational. Taking occupancy on a structure that is under a fire watch is not considered Beneficial Occupancy. Beneficial Occupancy is not be used by the Contractor as a basis to request Retention Payment unless the entire Project is Substantially Complete in accordance with Article 4.45.

- 4.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Application for Retention Payment and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. See Article 20.
- 4.7 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). See Article 13.16.
- 4.8 Commencement Date shall mean the Project commencement date found in the Notice to Proceed for the Project in accordance with Article 4.28 of this Construction Services Agreement.
- 4.9 Complete/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, successful testing, startup and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Contract Documents, the Project is completed, all Work has ceased on the Project and the Project has been accepted by the District's Board. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy or Substantial Completion does not mean the Work is Complete.
- 4.10 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project.
- 4.11 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required). See Article 17.4.
- 4.12 Construction Services Agreement (CSA) means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.
- 4.13 Construction or Construction Services means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies and incidentals incorporated or to be incorporated in such construction as fully described in the Contract Documents.
- 4.14 Construction Costs means any and all costs incurred by the Contractor with respect to the construction and equipping, as the case may be, of the improvements performed, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for Site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith, security of the Site and Project, Contractors' overhead and supervision at the Project Site, all costs and expenses including any taxes or insurance premiums paid by the Contractor with respect to the Property, and administrative and other expenses necessary or incident to the Project, excluding Contractors' and Developers' home

office overhead and profit. The term "Construction Costs" includes all Contractor's costs associated with preparing or generating additional copies of any Construction Documents, as defined below, related to or required for the Project, including preparation or generation of additional Plans and/or Specifications for Contractor's Subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

- 4.15 Construction Documents comprise the Plans and Specifications approved by DSA under Application Number TBD, File Number TBD. Allowances stipulated in the Contract Documents, and all Addenda, if any, issued prior to the entry into this Agreement. The Construction Documents shall include all Modifications generated after the Effective Date in accordance with the Contract Documents, including, without limitation, a written amendment to the Contract signed by the Contractor and duly executed by the District and approved by the Board, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect.
- 4.16 Contract Documents means those documents which form the entire Contract by and between District and Contractor. The Contract Documents consist of the Site Lease, Sublease, General, Supplementary and other Conditions, this Construction Services Agreement, including all exhibits and attachments hereto, and the Construction Documents. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall be binding solely upon the District and Contractor, do not create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor, and are not intended to and do not create any third-party beneficiary. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.
- 4.17 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to Complete the Project". See Article 9.
- 4.18 Day means a calendar day unless specifically designated as a business day.
- 4.19 Drawings or Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.
- 4.20 Due Diligence is the review and analysis of as-built documents, title documents, any prior design documents for the Project or Site, geotechnical reports, surveys, site investigations and other documents and information, to the extent provided by the District, information utilized to determine the components of the GMP, and completion of the Contractor's obligations under the separate Pre-Construction Services Agreement. Requirements for Due Diligence are further addressed at Article 5.
- 4.21 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved plans, specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). The DSA website is at <http://www.dgs.ca.gov/dsa>.

- 4.22 Effective Date is the latter of the date upon which the District Board approves the Site Lease and the Sublease and Contractor has executed the Site Lease and Sublease
- 4.23 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. See Article 9.2.
- 4.24 Immediate Change Directive (ICD) is a written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. See Article 17.4.1.2
- 4.25 Inspector of Record (IOR) or Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations who will be assigned to the Project
- 4.26 Guaranteed Maximum Price or GMP means the Guaranteed Maximum Price established pursuant to Article 5 to be paid to Contractor for Contractor's construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Article 17.
- 4.27 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. See Article 17.2.
- 4.28 Notice to Proceed. After execution of this Construction Services Agreement and the Site Lease(s) and Sublease(s) between the parties, the District shall issue a notice to the Contractor to proceed with the Project ("Notice to Proceed"), which Notice to Proceed shall include the date upon which commencement for the Project shall commence.
- 4.29 Plans are that portion of the Construction Documents consisting of the drawings and other pictorial or other graphic expression of requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.30 Project means the improvements to be constructed and installed by the Contractor, as more particularly described and/or referenced in Exhibit "A" attached hereto.
- 4.31 Provide shall include "provide complete in place," that is "furnish and install complete."
- 4.32 Punch List is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent upon the proper completion of the Punch List. See Article 13.16 and Article 29.
- 4.33 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.
- 4.34 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 9.3.
- 4.35 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so that the status of the construction of any improvements can be meaningfully

reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 13.12)

- 4.36 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. See Article 32.
- 4.37 Site refers to the grounds of the Project or in some cases may refer to multiple sites as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.
- 4.38 Site Lease and/or Lease means the Site Lease(s) of even date herewith, by and between the District and the Contractor together with any duly authorized and executed amendment thereto under which the District leases the Site to the Contractor.
- 4.39 Specifications are that portion of the Construction Documents consisting of the written requirements for the work of improvement to be completed by Contractor, including, without limitation, services, work, material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.
- 4.40 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.
- 4.41 Stop Work Order, or an Order to Comply is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order.
- 4.42 Subcontractor means any person or entity, including trade contractors, who have a contract with Contractor to perform any work or supply materials for the Project.
- 4.43 Sublease(s) means the Sublease(s) of even date herewith by and between the District and Contractor together with any duly authorized and executed amendment hereto under which the District subleases the Site from the Contractor.
- 4.44 Sublease Payment means any payment required to be made by the District pursuant to Section 7 of the Sublease.
- 4.45 Substantial Completion is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items on the DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use, as certified by the Architect pursuant to the Certificate of Substantial Completion set forth in the Division 1 Forms attached hereto.

- 4.46 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. Specific requirements for substitutions are set forth at Article 16.
- 4.47 Unforeseen Allowance means the budget established for hazardous substances and underground conditions that differ from representations in the Contract Documents or Due Diligence Documents and meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project. The District, in its sole and absolute discretion, may use the District Contingency to fund any costs allowed under the Unforeseen Allowance. Any funds remaining in the Unforeseen Allowance at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use.
- 4.48 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include extension of Contractor's obligations to Subcontractor to perform Subcontractor Due Diligence including, but not limited to, visiting the Site of the proposed Work (a continuing obligation after the commencement of the Work), fully acquainting and familiarizing itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents.
- 4.49 Workers include laborers, workers, and mechanics.

5. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE "GMP"

- 5.1 Guaranteed Maximum Price (GMP) is the amount agreed upon between the District and Contractor that shall not be exceeded for the Construction of the Project within the Contract Time based on Contractor's thorough review of the Contract Documents, Due Diligence in investigation of all aspects of the Project. The GMP includes the complete cost to the District for all obligations of the Contractor under the Contract Documents, including, without limitation, costs for the Sublease Payments being paid by the District as Progress Payments and Retention Payment during construction in accordance with the terms of this Construction Services Agreement, the Fee as described in the Request for (Sealed) Proposals upon which award of this agreement is based, and any separate lease payment(s). Any references to Progress Payments shall also mean Sublease Payments. The GMP comprises the not-to-exceed Cost of Construction; the Construction Contingency (Article 5.3.1); the Errors and Omissions Contingency (Article 5.3.2); Contractor's Fee which and either matches the lump sum proposed, or has been calculated in accordance with the methodology proposed by Contractor in its Proposal in response to the District's Request for (Sealed) Proposals upon which award of this agreement is based; and the sum of Fair Rental Value Payments under the Sublease through the anticipated Contract Time.
- 5.2 Costs that are outside of the GMP shall be as follows:
- 5.2.1 Owner requested additional work (See Article 8) to be paid under the District Contingency.
- 5.2.2 Unforeseen underground soil conditions or unforeseen hazardous materials that meet the requirements of Article 13.15.5 and 18.4 to be paid under the Unforeseen Allowance.
- 5.3 GMP. As a result of the Due Diligence of Contractor, the GMP for the Project is set forth under Article 3. The GMP is based upon all Due Diligence performed, the approved Construction Documents, and all other Contract Documents existing and reviewed by the Contractor at the time

this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit "A." Contractor's detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit "B." Furthermore, the District and Contractor represent and warrant that the GMP is separate and distinct from the Fair Rental Value Payments to be paid by the District under the Sublease. District represents and warrants and Contractor acknowledges that: 1) the total amount of Sublease Payments and any optional Prepayment under the Sublease includes each element under Sections 3.7 and 5.1, herein above, 2) the Fair Rental Value Payments are separate and distinct from Progress Payments and Retention, and 3) said Fair Rental Value Payments shall be paid by the District with District non-local match contribution local funds.

The GMP is an "all inclusive" price for the construction of the Project that is calculated after Due Diligence and shall not be exceeded except as set forth in this Agreement. Contractor has taken on all contingencies and calculated those contingencies out in the form of the Construction Contingency. Contractor specifically agrees that once the Construction Contingency is fully exhausted, that Contractor can and shall Complete the Project and carry out all other obligations in and pursuant to the terms of this Agreement within the Contract Time and within the GMP.

Contractor further agrees that this is not a fixed price or lump sum contract and that the actual, final cost of the Project to be paid as compensation to the Contractor for its obligations under this Construction Services Agreement, exclusive of the Fair Rental Value Payments under the Sublease, shall comprise the actual cost to the Contractor to Complete the Project and carry out all other obligations in and pursuant to the terms of this Agreement within the Contract Time as reflected in Contractor's Open Book Accounting, as set forth herein below, plus the Contractor's Fee ("Actual Cost"). In the event that the sum of the Fair Rental Value Payments under the Sublease and the Actual Cost of the Project is less than the GMP, including any unused portions of the Construction Contingency and the Errors and Omissions Contingency, the difference between that cost and the GMP shall not be or become due or owing to the Contractor and shall remain the property of the District.

No disputes concerning compensation, extras, or application of Contingencies shall be utilized as grounds to slow down or to stop work. The following two contingencies have been calculated through the Due Diligence of the Contractor and shall be calculated against the contingency amounts based on application of the Change Order language of Article 17.

5.3.1 *Construction Contingency.* The Construction Contingency set forth at Article 3.6.1 is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items which are required to complete the Project including to cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, and Contractor coordination errors. The Contractor shall not use the Construction Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the Construction Documents pertaining to applicable building code requirements; and/or (c) enhancements or additions to the Scope of Work desired by the District. The Contractor shall obtain written approval from the District prior to using the Construction Contingency. The following may be considered, at the District's sole discretion, valid Construction Contingency items: 1) overtime and premium time, 2) costs to address safety items, 3) Contractor coordination issues and errors, 4) scope gaps, 5) trade damage, and 6) for other items requested by the Contractor if approved by the District and in the District's sole discretion. If on Final Completion of the Project, funds are remaining in the Construction Contingency, such funds shall remain unspent and allocated to the District as the District sees fit to use.

5.3.2 *Design Errors and Omissions Contingency.* Within the GMP shall be a line item amount to cover errors and omissions in the Construction Documents ("Errors and Omissions Contingency"). The Errors and Omissions Contingency at Article 3.5.2 is

calculated based on coordination review of the Construction Documents and coordination meetings that have been held with the Subcontractors and Architect. Specifically, it is the coordination items that could not be addressed through coordination meetings and a factor determined based on the coordination review that has been performed by Contractor. The Design Errors and Omissions Contingency is created from Contractor's Due Diligence and based on Contractor's experience on similar projects. As a result, Contractor agrees that Contractor shall not seek to charge District for Errors and Omissions in excess of the Design Errors and Omissions Contingency. In other words, the Errors and Omissions Contingency is the maximum sum available to compensate the Contractor for Errors and Omissions on the part of the Architect and Architect's Consultants and is the maximum amount that can be charged. Contractor shall bear all costs for Errors and Omissions that exceed the Errors and Omissions Contingency.

Contractor shall notify the District under the Change Order Provisions of the need for such work and specifically identify the Work as Errors and Omissions by submitting to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Contingency within the GMP. Any funds remaining in the Errors and Omissions Contingency at the completion of the Project shall remain unspent and allocated to the District as the District sees fit to use, except for any portions of Savings added to the Errors and Omissions Contingency, which Savings shall be allocated between the parties as provided in Article 7 below.

5.4 Due Diligence

- 5.4.1 *Documents Reviewed.* [To be determined.]
- 5.4.2 *Review of Existing Conditions.* Contractor must have performed basic confirmation of the As-Built information that exists as part of the Due Diligence process. This basic confirmation shall include:
 - 5.4.3 Confirmation of overall dimensions of major column lines, location of elements where coordination of new construction to existing construction is to occur, confirmation that the rooms noted are located on the drawings, review and confirmation that rooms have not been reconfigured.
 - 5.4.3.1 Confirmation of location for utilities and supporting infrastructure. Contractor shall review the utilities and confirm that the infrastructure from the As-Built and Contract Documents are consistent with the actual As-Built Conditions of the Project site.
 - 5.4.3.2 Confirmation that fire/life safety elements are consistent with expectations of the Contract Documents. Specifically, confirmation of the integrity of one-hour corridors, fire separations, working fire sprinklers, working fire alarms, communications systems, EMS systems, and other systems that are to remain in use and relied upon as part of the anticipated Project.
 - 5.4.3.3 Review of the Environmental Documents (Asbestos, Lead, PCB's, etc.) and general confirmation that the scope of hazardous substances is consistent with that which is shown on the environmental reports that are provided.

5.4.3.4 Confirmation of Working hours and specific conditions which will affect the ability to work. Contractor shall check requirements for the local city and county and confirm working hours and days, testing schedules at the District for days when work shall not occur, other critical days when work cannot occur, mitigation measures in the EIR or Negative Declaration that may affect the ability to Work on the Project. This review shall help Contractor build a working schedule for the Project.

5.4.4 *Review of Construction Documents.* Contractor has performed a complete and diligent review of all plans, specifications, addenda, bulletins or other documents provided as the Construction Documents or otherwise mentioned in the Construction Documents.

5.4.5 *Price Fluctuations.* As part of Contractor's Due Diligence responsibilities, Contractor is required schedule and plan to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost to assure that there will be no delays. Contractor understands that this may be a multi-year contract and that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid or proposal cost any wage rate increases during the Project for the Contractor's labor force as well as all other subcontractor and vendor labor forces. Contractor also understands the length of the Project schedule and has incorporated an appropriate budget to include labor, material, and equipment escalation costs into the GMP. At no time will the District accept any costs associated with these increases. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

5.4.6 *Coordination Review.* Contractor has thoroughly reviewed the plans, specifications, and other Due Diligence Documents and satisfied itself that the Construction Contingency is adequate to complete the Project for the GMP.

5.4.7 *Due Diligence Determinations.* Contractor has utilized all the available Due Diligence information to verify that the contingencies are adequate and that the Project can be constructed without exceeding the GMP:

5.4.7.1 Construction Contingency. Based on review of the scope of work submitted from each Subcontractor, Contractor's Due Diligence and review shall be utilized to determine the size of the Construction Contingency to cover unforeseen conditions (other than noted in Article 5.1), cover trade scope gaps, missed work, areas of damage that may occur between trades during construction, Subcontractor coordination problems, Contractor coordination errors, and miscellaneous work items.

5.4.7.2 Design Errors and Omission Contingency. Based on a thorough review of the available Construction Documents and information located pursuant to the Due Diligence performed, a set-aside has been made for an Errors and Omissions Contingency that may be utilized to compensate for construction work to correct Errors and Omissions in the Construction Documents.

5.4.7.3 District Contingency (sometimes called Owner Contingency). District Contingency is a sum that is set aside by the District to address any additional services. In the District's sole discretion, design errors or omissions as determined by the District (to the extent the Errors and Omissions Contingency is exhausted) and unforeseen conditions as

approved by the District, may be allocated to the District Contingency. Specifics on application of the Owner Contingency are set forth at Article 8.

5.4.7.4 Unforeseen Allowance. Unforeseen Allowance is a sum set aside for unforeseen conditions that differ from representations in the Contract Documents or Due Diligence Documents or meet the requirements under Article 13.15.5 and 18.4. The Unforeseen Allowance may also include other costs as allocated in the District's sole and absolute discretion related to the Project.

5.4.8 *Schedule.* Contractor's Due Diligence will also be critical to the Contractor's determination of the number of days required to complete the Project. Contractor will determine if the suggested number of days from the District and Architect can be performed and shall also consider whether the Project requires Governmental or Rain day float that exceeds that set forth in Article 9. If Contractor does not note any concerns with the suggested Contract Time, then it is presumed that Contractor is in agreement with the proposed completion date the Contractor, by entering into this Agreement, has determined for itself that the Project Contract Time is realistic, reasonable and includes all required Float under Article 9.

5.4.9 *Preconstruction Services.* Preconstruction Services are an obligation of the due diligence of the Contractor under this Agreement, and when they have been satisfied, they will materially contribute to the Contractor's intimate familiarity with and understanding of the Contract Documents, the Site and the Project.

6. OPEN BOOK ACCOUNTING AND SELECTION OF SUBCONTRACTORS

6.1 Open Book Accounting. The GMP is based on actual procured quotes and bids from Subcontractors, vendors, and suppliers or based on estimated costs. In addition, Contractor shall include an estimated overhead and profit line item along with the cost for Contractor supplied labor and Contractor's Fee. This total construction cost, or Base Cost, added to Subcontractor, vendor and supplier contingencies and the Construction Contingency (which includes an Errors and Omissions Contingency) forms the GMP. As Actual Costs are incurred during the course of the Project, the Contractor shall maintain a Job Cost Accounting, which shall be updated to include actual costs incurred. A report on costs shall be prepared and provided on a regular basis, not less than monthly with each Progress Payment Application to the District.

6.1.1 *Purpose.* Because this is a true Guaranteed Maximum Price contract, and not a fixed price or lump sum contract, the District must be consistently updated on the incurrence of Actual Costs within the GMP. Thus, Contractor agrees that all job cost information shall be kept in an "open book" manner, shall show the actual transactions that occurred for the Project, shall accurately reflect the Actual Costs in accordance with all provisions of this Construction Services Agreement and shall be disclosable to the State if State funds are being utilized.

6.1.2 *State Allocation Board Issues.* The Office of Public School Construction, the administering agency for the State Allocation Board, audits the costs for construction under the general authority of Education Code section 17076.10 and under the specific authority of Regulation Section 1859.100 et seq. governing program accountability audit, material inaccuracy, and expenditure audits. Given the fact the State has approved the lease-leaseback delivery method, and the likelihood that the records of the Project will be audited if there are State Funds involved, a permanent record of all the financial transactions for the construction of the Project shall be available through an Open Book Accounting of the Project expenditures of both hard and soft costs

including, but not limited to labor, material and services costs, including the subcontract and material costs that were utilized to build the Project.

6.1.3 *Value Engineering During the Project.* In addition to Value Engineering addressed at Article 7 below, Contractor may have occasion where better pricing can be obtained from Subcontractors or suppliers. This better pricing shall be treated as part of Savings under Article 7.

6.2 Scope Reduction Not Savings. The District at all times shall have the right to reduce the scope of the Project. If the District reduces the scope of the Project, the GMP shall be reduced to reflect the reduced Scope of Work, pursuant to the provisions of Article 17. To the extent possible, it is the mutual goal of the District and Contractor to maximize the Scope of Work as allowed by the GMP. Reductions in scope are not considered Savings.

6.3 Selection of Subcontractors.

6.3.1 If identified or requested in the District's Request for Proposal/ Qualifications ("RFP/RFQ"), the Contractor must use any Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ pursuant to Education Code section 17406(a)(4). All Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ shall be afforded the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

6.3.2 Following the award of the Contract to the Contractor by the District's Board, and for all Subcontractors not identified in the Contractor's response to the District's RFP/RFQ, the Contractor shall proceed as follows in awarding construction Subcontracts with a value exceeding one-half of one percent of the price allocable to construction work:

6.3.2.1 Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the District, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

6.3.2.2 Establish reasonable qualification criteria and standards.

6.3.2.3 Award the subcontract either on a best value basis or to the lowest responsible bidder. The process may include prequalification or short-listing. The process shall not apply to Subcontractors identified and included in the Contractor's response to the District's RFP/RFQ. Subcontractors awarded construction subcontracts under this Article 6.3.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

6.3.2.4 All MEP Subcontractors must be prequalified as set forth in Article 1.10 above.

6.3.3 In no case will the Contractor award any subcontracts until the District has concurred to the scope and price of the subcontracted services.

6.3.4 In addition to the Contractor, all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

- 6.3.5 Contractor shall provide the District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event the Contractor does not comply with this provision, the District may terminate this Construction Services Agreement in accordance with the provisions of Article 19 below.
- 6.3.6 Compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 the District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to the District pursuant to the Leroy F. Greene School Facilities Act of 1998 and expended each year by the District. The District is seeking DVBE participation under this Construction Services Agreement. The Contractor must require Subcontractors to make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Their efforts shall be documented on the DVBE Good Faith Effort Form attached as Exhibit "C".

7. SAVINGS AND VALUE ENGINEERING

- 7.1 General Intent. The purpose of Savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to the District. The District also wishes to eliminate any excess quality levels or performance criteria provided in the Construction Documents so long as such elimination does not alter the design, aesthetics, safety standards or configuration or space, and does not increase future maintenance and operation costs. The District and the Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote Savings. There are two stages when Savings may be generated. They are (1) Value Engineering when establishing the GMP and (2) Savings generated through changes, reductions, or Subcontractor negotiations that may occur after the GMP is established.
- 7.1.1 *Value Engineering* is a review of systems so excess quality, unnecessary design elements, reconfiguration for efficiency, or other changes may be made to reduce the cost of a project. Sometimes, timing and sequences or re-use of materials that are unique to a project or area may generate savings. For example, if export soil is generated on a site which may have a substantial cost for transportation and removal could be sold to offset the costs incurred then a savings may be generated for the Project. Similarly, if concrete is ground, it may be sold for aggregate rather than as demolished construction materials.
- 7.1.2 *Other Savings* generated over the course of the Project through Subcontractor negotiations, replacement of Subcontractors, or through other means shall be calculated as part of the overall costs for the Project as part of the "Open Accounting" of the Project and shall be counted towards Project Savings.
- 7.2 Sharing and Calculation for Return of Savings. If Contractor realizes a Savings on an aspect of the Project, including but not limited to, Value Engineering or other Savings after the GMP is established and after execution of this Construction Services Agreement, such Savings shall be divided in the following proportion: Seventy Five Percent (75%) of any Savings shall be returned to the District and Twenty Five Percent (25%) of any Savings shall be returned to the Contractor. Calculation of Savings shall be determined by adding all expenses for the Project (excluding Change Orders and Owner and Construction Contingency Expenses), separating out overhead costs and either using the actual overhead costs, or the percentage set for overhead in the Article 5.4, whichever is higher an applying the percentage for profit against the GMP (less Change orders, Owner and Construction Contingency). Any remaining money shall be considered Savings. If the Project expenses exceed the GMP, then there are no Savings for the Project and the GMP shall apply. A separate calculation of whether there are savings associated with Change Orders under the

Owner and Construction Contingency may be performed to determine if there are any savings that remain on these areas and applied to the overall savings calculation

- 7.3 Savings Determined Through Audit. District may, at its own costs, have an audit conducted of the Project related job costs to determine Savings as further outlined in Article 21.

8. DISTRICT CONTINGENCY

- 8.1 The District Contingency is an allowance for use by the District that can be used to pay the Contractor to perform additional services ("Additional Services") not described in this Construction Services Agreement. This District Contingency is outside of the GMP, is not part of the original bond, except to the extent that District contingency is utilized as a Change to the Contract under Article 17, and may be used for Owner requested additions, revisions to the Project, moving furniture or equipment, and other District unforeseen items. Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set aside a contingency amount outside the GMP, defined at Article 5 ("District Contingency") in the amount set forth at Article 3, which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor's performing or contracting for such Additional Services. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor's acts, errors or omissions. Further any Architectural Errors and Omissions shall not come out of District Contingency unless agreed upon in writing by the District in its sole discretion.
- 8.2 Additionally, while District is in no way limited by the manner in which it decides to utilize the District Contingency, said District Contingency shall not be used for any costs associated with errors or omissions in the Construction Documents until such time, if ever, the Errors and Omissions Contingency has been fully exhausted. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to the District.

9. SCHEDULE

- 9.1 Contract Time: Contractor shall perform and reach Substantial Completion (See Article 4.45) within the time specified in the Agreement at Section 3.5, herein above. Moreover, Contractor shall proceed on a properly developed and approved CPM Master Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 9.3 and as otherwise specifically noted in Article 9
- 9.2 Float is the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the rain day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.
- 9.2.1 *Governmental Delay Float.* Given DSA requirements for submission and approval of CCD's prior to a DSA Form 152 sign off on areas of Work that deviate from approved Construction Documents, and the anticipated delays that may arise from this CCD procedure, no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year

Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float. This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.

- 9.2.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by the National Oceanic and Atmospheric Administration (NOAA) weather data. No less than 22 calendar days for each Calendar year for Southern California. The NOAA weather related days (22 days in Southern California) shall be set aside as float within the Baseline Schedule. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.
- 9.2.3 *Granting of Days beyond those Anticipated.* A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.
- 9.2.4 *Project Float* is all remaining float, including extra days included in a particular activity.
- 9.3 Inclusions in Baseline. In addition to Scheduling requirements set forth at Article 9, Contractor is specifically directed to include in Contractor's Baseline Schedule and all Schedule updates that provide for the following items required pursuant to this CSA, including but not limited to:
 - 9.3.1 *Rain Day Float (excluding inclement weather) as required under Article 9.2.2.* For example, if the NOAA provides 22 days of rain days, all 22 days must be incorporated and noted in the schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
 - 9.3.2 *Governmental Delay Float under Article 9.2.1.* This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall be distributed to the Project as granted and approved by the District and shall be used to offset liquidated damages for overstaying the Lease, and shall not generate compensable delays.
 - 9.3.3 Submittal and Shop drawing schedule under Article 9.6 and 15.6.
 - 9.3.4 Deferred Approvals under Article 15.3 and 15.6
 - 9.3.5 Time for separate contractors, including furniture installation and start up activities, under Article 32.
 - 9.3.6 Coordination and timing of any drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. Article 13.15.2 .

- 9.3.7 Testing, special events, or District activities.
- 9.4 Schedule Updates. Contractor shall update the schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items
- 9.4.1 *Listing of Items Causing Delays.* Schedule Updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing.
- 9.4.2 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, shall take the steps necessary to improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the milestones that are required to be met within the terms of the Contract. Contractor shall provide a Recovery Schedule showing how Milestones and the Completion Date will be met.
- 9.4.2.1 Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time.
- 9.5 Time of the Essence. Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work
- 9.6 Time for Preparing Submittals Must Be Incorporated in Schedule: Contractor shall include Submittals as line items in the Baseline Schedule. Time for preparing and coordinating Submittals shall not delay the Work, Milestones, or the Completion Date, and shall be in conformance with Article 15.6.

10. INSPECTION OF WORK/ INSPECTOR AND ARCHITECT

- 10.1 Inspection of Work/Inspector. The District shall hire its own Division of State Architect Inspector as required by law. District, District's Representatives, and the Division of the State Architect shall at all times have access to the work whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.
- 10.1.1 *General.* One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.
- 10.1.2 *Inspector's Duties and DSA Noted Timelines for Inspection.* All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not

authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

- 10.1.3 *Electronic Posting.* Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.
- 10.1.4 *Incremental Approvals under PR-13.* Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13. Inspector shall work with Contractor to present incremental approval proposals to DSA.
- 10.1.5 *Inspector's Authority to Reject or Stop Work.* The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.
- 10.1.6 *Inspector's Facilities.* Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.
- 10.1.7 *Testing Times.* The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 10. If the Contractor is behind Schedule, then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection, so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor pursuant to Article 10.4.
- 10.1.8 *Contractor Is Required to Coordinate Testing and Inspections.* It is the Contractor's responsibility to request special inspections with sufficient time, so all testing may be timely completed and posted so work may proceed, and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. It is the Contractor's responsibility to timely schedule and pay (if applicable) for Special Inspections as to not delay the Project, and any failure or resulting delay is not considered Governmental Delay Float under Article 9.2.1.

- 10.1.9 *Special Inspection Out of State, Out of Country or Remote from Project.* If Contractor has a Subcontractor or supplier that requires in plant or special inspections or tests that are out of the country, out of state or a distance of more than 200 miles from the Project site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases, all three (DSA Inspector, Special Inspector, and Testing) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.
- 10.2 **STOP WORK ORDER.** DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Project Inspector, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 17307.5(b) and Education Code section 81133.5, the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.
- 10.3 **Inspector's Field Office.** Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy five square feet of floor area to be located as directed by District and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation. Door shall have a key type lock or padlock hasp. The Inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, internet connection, working computer, a fax machine and use of an on-site copier at Contractor's expense. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.
- 10.4 **RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES**
- 10.4.1 If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next scheduled Progress Payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:
- a) Services made necessary by the default of the Contractor (Article 19 or Article 12.2).
 - b) Services made necessary due to the defects or deficiencies in the Work of the Contractor.

- c) Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notices of Non-Compliance (Article 17.2)
- d) Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- e) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to drawings, specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (Article 16
- f) Services for evaluating and processing Claims, or Disputes submitted by the Contractor in connection with the Work outside the established Change Order or Claims or Disputes process.
- g) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- h) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- i) Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, product data, samples, RFI's etc.

11. **ARCHITECT**

- 11.1 **Architect's Status.** In general, and where appropriate and applicable, the Architect shall observe the progress and quality of the work on behalf of the District. The Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with the Inspector and after using his/her best efforts to consult with the District, the Architect shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that the Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement
- 11.2 **Architect's Decisions.** Contractor shall promptly notify District in writing if the Architect fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Project.

12. **DISTRICT RESPONSIBILITIES**

- 12.1 **District Site Representations.** District warrants and represents that, District has, and will continue to retain at all times during the course of construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements or restrictions which would prevent, limit, or otherwise restrict the construction or use of said facility. However, in the event easements for permanent structures or permanent changes in existing facilities are necessary, they shall be secured and paid for by District, unless otherwise specified. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve the Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or implicitly, by the District. The Contractor shall be responsible for having ascertained pertinent local conditions such as location,

accessibility and general character of the Site and for having satisfied itself as to the observable, known or documented conditions under which the work is to be performed.

12.2 Partial Default: District Right to Take Over Work (Two (2) day notice to Cure and Correct). If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide a two (2) business day written notice to cure (a shorter period of time in the case of Emergency or a critical path delay) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

- a) Failure to supply adequate workers on the entire Project or any part thereof;
- b) Failure to supply a sufficient quantity of materials;
- c) Failure to perform any provision of this Contract;
- d) Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
- e) Cases of bona fide emergency;
- f) Failure to order materials in a timely manner;
- g) Failure to prepare deferred-approval items or Shop Drawings in a timely manner;
- h) Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a Delay to the Critical Path, or Delay the Contract Time;
- i) Failure to comply with the Subcontractor selection and award requirements under Education Code section 17406(a)(4);
- j) Failure to meet the requirements of the American's with Disabilities Act;
- k) Failure to complete Punch List work; or
- l) Failure to proceed on an Immediate Change Directive.

12.2.1 *Failure to correct a Notice of Deviation.* If during the two (2) business day period, the Contractor fails to Cure and correct the deficiency noted in the notice of Partial Default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 19.

12.2.2 *Service of Notice of Partial Default with Right to Cure.* A written notice of Partial Default and right to Cure under Article 12.2("Article 12.2 Notice" or "Notice of Partial Default") shall be served by facsimile (with a copy provided by e-mail to the e-mail address provided and copied to the Project Superintendent).

12.2.3 *Shortened Time for Partial Default in the Case of Emergencies.* In an Emergency situation, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to Cure, if any.

12.2.4 *Shortened Time for Partial Default in the Case of Critical Path Delay.* In the case of critical path delay, the District may correct any of the deficiencies described in Article 12.2 without prejudice to other remedies providing service of written notice of Critical Path Delay to the Contractor with a specific description of the critical path delay items

noting the line item or area of Work that is on the Critical Path and prescribing the length of shortened time to Cure, if any.

- 12.2.5 *Written Notice of Partial Default to be Deducted by Deductive Change Order.* The District shall have the right to determine the reasonable value of the Article 12.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 17.6.

13. **CONTRACTOR RESPONSIBILITIES.**

- 13.1 **Full Time Supervision.** Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendence duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.
- 13.2 **Staff.** Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.
- 13.3 Contractor shall notify District and Architect, in writing, when Contractor desires to change the Project Manager for the Project and shall provide the information specified above. The new Project Manager cannot serve on the Project until approved by District. District shall have the right, at any time, to direct a change in Contractor's Project Manager if performance is unsatisfactory, as determined by District, in its sole discretion.
- 13.4 Contractor shall give efficient supervision to the work, using its skill and attention and shall cause working drawings and specifications to be prepared and submitted to the District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents.
- 13.5 **Right to Remove.** District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

- 13.6 Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this Article, or who creates safety hazards which jeopardize other persons and/or property.
- 13.7 Labor and Materials
- 13.7.1 *Contractor to Provide.* Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 13.7.2 *Quality.* Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades and shall be of the same or higher quality as with the standards of other public school construction.
- 13.7.3 *Replacement.* Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.
- 13.8 Pre-Construction Orientation/Construction Meetings. The Contractor, in conjunction with the District and the Architect, shall conduct pre construction orientation conferences for the benefit of Subcontractors to orient the Subcontractors to the various reporting procedures and site rules prior to the commencement of actual construction. These Pre-Construction meetings shall include coordination of the Subcontractor Work to help reduce Errors and Omissions and Construction Contingency requests and shall incorporate the Constructability Due Diligence review done by Contractor.
- 13.9 Owner Meetings. The Contractor shall conduct construction and progress meetings with District Representatives, and Construction Managers that occur at least weekly and as otherwise requested by the District, to discuss such matters as procedures, progress problems and scheduling. The Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District and Inspector.
- 13.10 Budget/Cash Flow Reports. The Contractor shall incorporate approved changes as they occur and develop cash flow reports and forecasts for submittal to the District on a monthly basis. The Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. The Contractor shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever Project costs exceed budgets or estimates. The Contractor shall maintain cost accounting records on authorized additional services or work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 13.11 Progress Reports. The Contractor shall record the progress of the Project and shall submit weekly and monthly written progress reports to the District and the Architect including information on the

entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications and their effect on the Construction Costs as of the date of the report. The Contractor shall also keep a daily log containing a record of weather, Contractors, work on the site, number of workers, work accomplished, problems encountered, and other similar relevant data as the District may require. The Contractor shall make the log available to the District and the Architect. The District shall be promptly informed of all anticipated delays. In the event that the Contractor determines that a schedule modification is necessary, the Contractor shall promptly submit a revised Schedule for approval by the District.

13.12 Schedule of Values.

- 13.12.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, milestone, or other meaningful method to measure the level of Project Completion as determined by the District. The schedule of values shall include, but not be limited, to Subcontractor costs, the costs for the Submittals, Punch Lists, Commissioning and Start-Up, Close Out Submittals, and As-Built.
- 13.12.2 *Based on Contractor Costs.* The Schedule of Values shall be based on the costs from Contractor to the District. However, the submission of the Schedule of Values shall not be front loaded, so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.
- 13.12.3 *Largest Dollar Value for Each Line Item.* Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half (1/2) of one percent (1%) of their Contract Price, whichever is less, or as otherwise approved in writing by the District.
- 13.12.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.
- 13.12.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.
- 13.12.6 *District Approval Required.* The District shall review all submissions of Schedule of Values received pursuant to this Article in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

13.13 Scheduling. Contractor shall complete the construction pursuant to the CPM Schedule as required under Article 9.

13.14 As-Built. Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

- 13.14.1 *Updates.* Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

- 13.14.2 *Storage.* The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold scheduled Progress Payments pursuant to Article 29.4.
- 13.14.3 *Upon Beneficial Occupancy.* Contractor shall obtain and pay for reproducible plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).
- 13.14.4 *As-Builts at Completion of Work.* On completion of the Work and prior to and as a condition precedent to the Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Builts as a complete and accurate reflection of the actual construction conditions of the Work by affixing a Stamp indicating the Drawings are As-Builts and Certifying Accuracy on the final set of As-Builts.
- 13.14.5 *Log of Control and Survey Documentation.* Contractor shall complete and maintain an accurate log of all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded on the As-Built drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Builts.
- 13.14.6 *Record Coordinates for Key Items.* Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.
- 13.15 Miscellaneous Obligations of Contractor
- 13.15.1 *District Permit and Other Obligations.* It is expressly understood that the District shall pay the DSA for the DSA inspector, soils testing, DSA fees, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault or because of DSA requirements or regulations implemented after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek compensation only for the direct cost (without mark up or added fees) of that review, as an additional cost. In the alternative, District may pay such costs directly to DSA. (Offsite costs and additional inspection costs)
- 13.15.2 *Contractor Permit Obligations.* Contractor shall pay for all remaining general building permits and ancillary permits and licenses not paid by District prior to the commencement of this Construction Services Agreement. Contractor shall also be responsible for arranging and overseeing all necessary inspections and tests, including inspections by the DSA, permits and occupancy permits, and ensure compliance with any Federal and State laws. All municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees by District at least one (1) week in advance of when the payment is due. Contractor may either request reimbursement from District for such fees (at direct cost only), or obtain the funds from District prior to paying such fees.
- 13.15.3 *Protection.* The Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on site and off site.

- 13.15.4 *Nuisance Abatement.* The Contractor shall develop a mutually agreed upon documented program with the District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on site noise, dust, and pollution during construction.
- 13.15.5 *Site Mitigation and Remediation.* Contractor shall be required to undertake Site mitigation or remediation at its sole cost for items identified in the Due Diligence Documents provided to Contractor. For hazardous substances and underground conditions that differ from representations in Contract Documents or Due Diligence Documents, Contractor shall provide notice within five (5) days after the discovery of the occurrence of the unforeseen conditions. If Due Diligence Documents and information provided to Contractor does not provide notice of the unforeseen condition, then the costs for such work shall be added as an extra pursuant to Article 17. Costs shall be allocated to the Unforeseen Allowance. However, to the extent Unforeseen Allowance is exceeded, District may, in its sole and absolute discretion, allocate any costs that exceed the Unforeseen Allowance arising from unforeseen underground conditions and hazardous substances that are not documented in the Construction Documents or in the Due Diligence Documents reviewed to the District Contingency.
- 13.15.6 *Utilities.* The Contractor shall perform and pay for all temporary utility hook ups and connections; the District shall pay for use of utilities during construction, as well as any fees owed to utility suppliers for connection to existing mainline facilities. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made, and existing services reconnected.
- 13.15.7 *Sanitary Facilities.* The Contractor shall provide a sanitary temporary toilet building as directed by the inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the site until the inspector directs removal. Use of toilet facilities in the work under construction shall not be permitted except by approval of the Inspector.
- 13.15.8 *Layout and Field Engineering.* All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the Architect. Any required "as built" drawings of site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by the Architect.
- 13.15.9 *Cutting and Patching.* Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as Architect may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor without consent or at the direction of Architect.
- 13.15.10 *Documents on the Project Site.* Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage rates applicable to the Project, which are a part of Contract Documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, Architect and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, Section 4-343.) Contractor shall also be acquainted

with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

- 13.15.11 *Contractor to Bind Subcontractors to the Provisions of this Contract.* Contractor shall ensure that Subcontractors are bound to the same extent as Contractor is bound to District.
- 13.15.12 *Contractor Responsible for Means and Methods.* Contractor shall be solely responsible for the construction means, methods, techniques, sequences, procedures, and coordinating all portions of the work under the Contract Documents, unless the Contract Documents give other specific instructions concerning these matters. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall not perform the work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the work.
- 13.15.13 *Contractor Responsible for Acts and Omissions of Employees.* Contractor shall be responsible to District for acts and omissions of Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the work under direct or indirect contract with Contractor or any of its Subcontractors.
- 13.15.14 *General DSA Compliance.* During the entire term of this Agreement, Contractor shall coordinate its services with the District, Architect, Project Inspector, and other parties to ensure that all requirements set forth in the DSA's Inspection Card (Form 152) and any subsequent revisions or updates thereto issued or required by DSA, or any other/alternate processes are being met in compliance with DSA requirements. Contractor shall take all action necessary as to not delay progress in meeting any DSA requirements. Contractor shall meet any applicable requirements set forth in DSA's Construction Oversight Process Procedure (PR 13-01) and any subsequent revisions or updates thereto issued or required by DSA. Any references to DSA requirements for the Project shall be deemed to include and incorporate any revisions or updates thereto.

13.16 Close Out

- 13.16.1 *All DSA Close-Out requirements (See DSA Certification Guide).* Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.
- 13.16.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List on Project. During the Punch List period Contractor Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the Owner or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work.

- 13.16.4 *As-Built Up to Date and Complete.* The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the Project. The following information shall be carefully and correctly drawn on the prints and all items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built drawings:
- 13.16.4.1 The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built
 - 13.16.4.2 Contractor is liable and responsible for inaccuracies in As-Built drawings, even though they become evident at some future date.
 - 13.16.4.3 Upon completion of the Work and as a condition precedent to approval of release of the Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepia and/or a Diskette with an electronic file in a format acceptable to the District.
 - 13.16.4.4 District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As-Built Drawing.
- 13.16.5 *Any Work not installed* as originally indicated on drawings
- 13.16.6 *All DSA Close-Out requirements* (See DSA Certification Guide). Contractor is also specifically directed to the DSA Certification Guide and the applicable certificates for the DSA-311 form.
- 13.16.7 *Submission of Form 6-C.* Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the Construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents.
- 13.16.8 *Contractor shall be Responsible for All Costs to Certify the Project.* The District may Certify the Project complies with Approved Construction Documents by utilizing the procedures under the Project Certification Guide (Located at the DSA website at http://www.documents.dgs.ca.gov/dsa/plan_review_process/project_certification_guide_updated_03-15-13.pdf). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- 13.16.9 *ADA Work that must be corrected* to receive DSA certification. See Article 41.
- 13.16.10 *Maintenance Manuals.* At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying

labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.

- 13.16.11 Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.

13.17 Correction of Work: Warranty. Neither a Progress Payment, Sublease Payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days upon receiving notification from District, to remedy, repair or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) years after the date of completion of the Project, as defined in Article 18 hereof. The foregoing warranty of Contractor also applies to the remedy, repair or replacement of defects which may in the documents prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project, and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide the District with all equipment and materials warranties provided by manufacturers to District but has no obligation to assist in processing such warranty claims after said one (1) year warranty period.

13.17.1 *Assignment of Subcontracts.* Upon the Completion of the Warranty period, Contractor shall assign to the District all subcontracts with Subcontractors, material suppliers or other vendors that provided Work for the Project. This assignment shall include all purchase orders and any change orders or addenda that were executed with the assigned Subcontractor.

13.17.1.1 Documents to be Provided to District. Contractor shall provide the following documents to the District as part of Close Out of the Project:

- a. *Subcontractor Warranty.* Contractor shall provide any warranty documents, including warranties consistent with the requirements of this Contract and the Contract Documents.
- b. *Contracts.* Contractor shall provide copies of all subcontracts, amendments, change orders and other documents associated with the Subcontractor's scope of work and price for work on the Project.
- c. *Subcontractors Bound to the Same Extent as Contractor.* The Subcontractors shall be bound to the same extent as the Contractor is bound by this CSA and Subcontractors shall be required to include assignment of their contracts to the District.
- d. *Bonds Assignable.* Contractor shall ensure that Subcontractor performance and payment bonds are assignable and can be assigned to the District.

- e. *Unconditional Releases.* Contractor shall provide as part of the Close Out of the Project, Unconditional Releases for each Subcontractor and Material supplier that provided Work for the Project.
- f. *Project Files.* Contractor shall provide the District a copy of the entire Subcontractor file, including any submittals or shop drawings that were provided by Subcontractor.
- g. *District Reserves the Right to Assume Subcontractor Contracts Prior to the End of the Warranty Period.* District reserves the right to take assignment of Subcontractor contracts prior to the end of the warranty period.

- 13.18 Assignment of Anti-Trust Claims. The Contractor offers and agrees to assign to the District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time the District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

14. CONTRACT DOCUMENTS AND INTERPRETATIONS

- 14.1 The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services and materials reasonably necessary for the proper execution of the work.
- 14.2 It is not intended that work and/or services not covered under any heading, section, branch, class or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.
- 14.3 Plans and Specifications are intended to be fully cooperative and to agree. All Plan and Specification changes shall be dated and sequentially recorded. All modifications to Plans and Specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

15. SUBMITTALS

15.1 Definitions

- 15.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants deferred approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to Access floors, Bleachers, Elevator guide rails and related elevator systems, Exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., Skylights, Window wall systems, storefronts, Stage rigging, and other systems as noted in the Contract Documents. (Also see Article 15.3 and 15.6).

- 15.1.2 *Shop Drawings.* The term "Shop Drawings" as used herein means drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.
- 15.1.3 *Manufactured* applies to standard units usually mass-produced, and "Fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.
- 15.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and Samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and product data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.
- 15.1.5 *Samples.* The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

15.2 Shop Drawings.

- 15.2.1 *When Shop Drawings Are Required.* Shop drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a format agreed upon by District.
- 15.2.2 *Purpose for Shop Drawings.* Shop drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the specifications and Contract Documents. The shop drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review

the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible, so they may be reviewed by Architect or Engineer for the Project.

- 15.2.3 *Shop Drawing Requirements.* The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.
- 15.2.4 *Not a Reproduction of Architectural or Engineering Drawings.* The shop drawing are not a reproduction of the architectural or engineering drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.
- 15.2.5 *Shop Drawings Engineering Requirements:* Some shop drawings require an engineer stamp to be affixed on the drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.
- 15.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 9.
- 15.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.
- 15.3 Deferred Approvals. Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for deferred approvals in Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 has specific requirements for deferred approvals as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 9

- 15.3.1 *DSA Approvals Required Prior to Work.* No work on a deferred approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 9.

15.4 Submittals and Samples

- 15.4.1 *Information Required with Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the specification and addenda.
- 15.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.
- 15.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.
- 15.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the specification are being met by the product.
- 15.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.
- 15.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
- 15.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.
- 15.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.
- 15.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

- 15.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.
- 15.5 **Submittal Submission Procedure**
- 15.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. In the case where a CM is hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements.
- 15.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.
- 15.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, product data, or samples are subject to charge to the Contractor pursuant to Article 10.4.
- 15.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a shop drawing or sample submission, or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.
- 15.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, constructability reviews, schedules, annotated specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.
- 15.6 **Schedule Requirements for Submittals.** Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the

scheduling portion of the CSA at Article 9 and the Specifications (as long as the Specifications do not conflict with CSA. In the case of conflict, the conflicting provision shall be controlled by the CSA and the remaining specification sections shall be interpreted as if the CSA language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or Subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception as set forth below. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with this Article 15 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

15.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

15.6.1.1 All Submittals for the Project except those specifically agreed upon by District and Architect, in writing, shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 15.6 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a Submittal later than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the Owner or Architect), shall provide complete designs, shall be stamped by the Structural Steel Subcontractor, Contractor, and Structural Steel Subcontractor's structural engineer at time of submission and as further addressed in this Article.
- c. In no case shall the submission of Structural Steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings, then the date shall be no later than as set forth in the Milestone

15.6.1.2 Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement. A written request detailing the specific reasons for a submission later than 35 days due to complexity of design, or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 9

- a. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

15.6.1.3 Piecemeal Submissions of Submittals. Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete.

15.7 General Submittal Requirements

15.7.1 *Contractor Submittal Representations.* By submitting Shop Drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

15.7.2 *Contractor Coordination.* By submitting Shop Drawings, Submittals, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

"The [contractor] has reviewed and approved the field dimensions and the construction criteria and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

15.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 16. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 16, "Substitutions."

- 15.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.
- 15.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially will be returned unreviewed by the Architect for resubmission by the Contractor.
- 15.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Construction Documents, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all costs under Article 10.4 and consequential damages associated with a CCD to revise Construction Documents to accommodate the deviation from approved Construction Documents.
- 15.7.7 *Extent of Review.* In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

16. **REQUEST FOR SUBSTITUTIONS**

- 16.1 For purposes of this provision the term "substitution" shall mean a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor.
- 16.2 Public Contract Code section 3400 does not apply to this agreement since the materials, services, and equipment used has been investigated as part of the Due Diligence investigation by Contractor and incorporated in the overall GMP.
- 16.3 Contractor may submit requests together with substantiating data for substitution of any "or equal" material, process or article. Any savings generated from the substitution shall be considered Project Savings under Article 7. The District shall not be responsible for any costs of Contractor associated with "or equal" substitution requests. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted. The data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that the substituted "or equal" material, process or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include:

1. Is equal in quality/service/ability to the Specified Item;
 2. Will entail no changes in detail, construction, and scheduling of related work;
 3. Will be acceptable in consideration of the required design and artistic effect;
 4. Will provide no cost disadvantage to the District;
 5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
 6. Will required no change of the construction schedule
- 16.4 Failure to submit all the needed substantiating data, including the signed affidavit, to the Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. The District is not obligated to review multiple substitution submittals for the same product or item due to the Contractor's failure to submit a complete package initially.
- 16.5 Contractor shall bear the costs of all architectural and engineering work, DSA CCD review fees, and other costs associated with the review of submittals for substitution. See Article 10.4.
- 16.6 Contractor agrees to include the provisions of this Article in all Subcontractor contracts.

17. EXTRA WORK/MODIFICATIONS (INCLUSION OF CCD COSTS, DSA COSTS, AND AN ICD PROCESS)

- 17.1 No Changes Without Authorization. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless authorized District representative has approved the cost in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 17, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the authorized District representative (utilizing either a Construction Contingency Amount or a District Contingency Amount), the Architect, and the Contractor.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

- 17.2 Notices of Non-Compliance. Contractor deviation or changes from approved Construction Documents may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Construction Documents, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 17.4.1.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Construction Documents may prevent approval of the

category of Work listed in the DSA 152 Project Inspection Card. Any delays that are caused by the Contractor's deviation from approved Construction Documents shall be the Contractor's responsibility.

17.3 Architect Authority. The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

17.4 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

17.4.1 *Definitions*

17.4.1.1 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Construction Documents. There are two types of Construction Change Documents. (1) DSA approved CCD Category A (DSA Form 140) for Work affecting Structural, Access or Fire-Life Safety of the Project which will require a DSA approval; and, (2) CCD Category B (DSA Form 140) for work NOT affecting Structural Safety, Access Compliance or Fire and Life Safety that will not require a DSA approval (except to confirm that no Approval is required);

17.4.1.2 Immediate Change Directive (ICD). An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 19 or determination of partial default under Article 12.2.

An ICD does not automatically trigger an Article 20 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 20 and this Article where applicable.

Refer to Forms for a copy of the proposed Immediate Change Directive form.

17.4.1.3 Use to Direct Change. An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of an Extra, or RFP. A copy of an ICD form is provided in the Forms included with this CSA. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and 0 time. Contract may prepare an Extra associated with the ICD pursuant to Article 17. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon

issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 19 or take over the Work under Article 12.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for Pricing Purposes as long as the PR is submitted within the timeline provided by the PR, or within 10 days following issuance of the ICD.

17.4.1.4 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off. In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

- a. *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 12.2 or Termination of the Contractor pursuant to Article 19.
- b. *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.
- c. *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor Caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 10.4.

17.5 Extras Request. Extra work or a modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents ("Extra Work/Modifications"); and for such purposes, the District may at any time during the life of this Construction Services Agreement by written order, make such changes as it shall find necessary from Construction Contingency if District approves such request in writing. The costs of the Extra Work/Modifications, as established pursuant to this Article, shall be deducted from the Construction Contingency as mutually agreed in writing or the Errors and Omissions Contingency or the Unforeseen Allowance as determined by the District, and shall not affect the GMP.

17.5.1 *Format.* The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy

of a proposed Construction Change Document form is provided in Division 1 of the Specifications. The most stringent guidelines will apply to all forms.

| | <u>EXTRA</u> | <u>CREDIT</u> |
|--|--------------|---------------|
| (a) Material (attach itemized quantity and unit cost plus sales tax) | _____ | _____ |
| (b) Equipment (attach invoices) | _____ | _____ |
| (c) Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates) | _____ | _____ |
| (d) Subtotal (a-d) | _____ | _____ |
| (e) If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d). | _____ | _____ |
| (f) Subtotal | _____ | _____ |
| (g) Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% if Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d) | _____ | _____ |
| (h) Subtotal | _____ | _____ |
| (i) Bond not to exceed one percent (1%) of Item (h) | _____ | _____ |
| (j) TOTAL | _____ | _____ |
| (k) Time/ Days | _____ | _____ |

The undersigned Contractor approves the foregoing Extra Work as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Extra Work, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Extra Work shall be effective upon approval from the District's Designee if such amounts are against the GMP and if Owner Contingency is used when approved by the Board.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

17.5.2 Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates the District to pay additional compensation to the Contractor; or (ii) obligates the District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY THE DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN TEN (10) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM under Article 20. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claims submitted. The Contractor's failure to notify the District within the ten (10) business day period shall be deemed a waiver and relinquishment of the claim against the District. If such notice be given within the specified time, the procedure for its consideration shall be as stated above in this Section.

17.5.3 All costs associated with the Extra Work/Modification may be in terms of time, money or both.

17.6 Deductive Change Orders

17.6.1 All Deductive Change Order(s) must be prepared utilizing the form under Paragraph 17.5 (a)-(d) only setting forth the actual costs incurred. Except in the case of an Article 12.2 or 29.4 Deductive Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

17.6.2 For Unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 12.2 or Article 29.4, there shall be no mark-up.

17.6.3 District may, at any time, after a Deductive Change Order is presented to Contractor by District for items under Article 12.2 or Article 29.4 or if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment or the Retention Payment.

18. **TIME OF COMPLETION**

18.1 ONCE THE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETE WITHIN THE CALENDAR DAYS DESIGNATED IN ARTICLE 3 FROM THE NOTICE TO PROCEED. SAID CONTRACT TIME MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS ALLOWED UNDER THE CONTRACT DOCUMENTS. IF THE PROJECT IS NOT SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGE SINCE CONTRACTOR HAS OVERSTAYED ITS LEASE TERM. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR'S EXTENSION OF THE LEASE SHALL RESULT IN LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM SET FORTH IN ARTICLE 3 FOR EACH CALENDAR DAY OF DELAY UNTIL WORK IS SUBSTANTIALLY COMPLETED.

CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE THE CONTRACTOR MAY BE RETAINED BY THE DISTRICT TO COVER SAID LIQUIDATED DAMAGES FOR OVERSTAYING THE LEASE. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, THE DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM THE CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

- 18.2 Within five (5) business days after the Project commencement date in the District's Notice to Proceed, Contractor shall furnish District with a Baseline CPM (Critical Path) Schedule pursuant to Article 9. The Contractor shall include the District's occupancy requirements showing portions of the Projects having occupancy priority.
- 18.3 Contractor shall not be charged for liquidated damages, as set forth in the Agreement, for materially differing underground soil conditions than those outlined in the soils report and from hazardous substances that are encountered that are not documented in the Contract Documents or in the Due Diligence Documents provided to Contractor.
- 18.3.1 In case of encountering such unforeseen conditions noted above, Contractor shall notify the District in writing immediately and no later than seven (7) days following encountering the unforeseen condition. After providing written notice, Contractor shall test and provide District with Test results (unless District choses to test) and shall proceed with Work based on the Test results. A Change Order pursuant to Article 17 shall be submitted. All time and expenses shall be verified with the Inspector or District Designee either on the day the extra work occurs, but no later than 10 am the following business day.
- 18.3.2 Change Orders associated with approved unforeseen conditions shall be billed as Change Order Work and allocated to the Unforeseen Allowance, and if the Unforeseen Allowance is exceeded, the District, in its sole and absolute discretion, may allocate such costs to the District Contingency to the extent unforeseen conditions as defined in this Article are encountered.
- 18.4 Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District's findings of fact thereon shall be final and conclusive on the parties hereto. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above. For any such delay resulting from the actions or inactions of Architect, District, or their officers, agents, and employees, or changes to the scope of the Work which impact the schedule, Contractor shall be entitled to reimbursement for its reasonable additional costs resulting from such delay, but not any additional profit or fee.
- 18.5 Contractor acknowledges the extreme importance of promptly notifying and thoroughly documenting any request for time extension and further specifically acknowledges that District will suffer extreme prejudice should Contractor fail in any way to comply with this requirement. Failure to comply with the procedures and time limits established in this Article shall constitute a waiver of such request. Evidence presented by Contractor that District had actual notice of the time extension request, that District was not prejudiced by Contractor's failure to comply with this requirement, and/or that District considered Contractor's request despite Contractor's failure to strictly comply with this provision shall not render this requirement unenforceable.

- 18.6 Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its work at no additional cost or advance payment from District to assure that there will be no delays. An extension of time will not be granted for a delay caused by a shortage of materials.
- 18.7 Contractor shall not be entitled to additional compensation for delays within its control. Contractor is aware that governmental agencies, such as the Department of General Services, gas companies, electrical utility companies, water districts and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. In the event of delays to the Project from such agencies for which Contractor has no control, provided such delays are not caused by Contractor's or any Subcontractor's acts or omissions, Contractor may be entitled to a time extension for such delays, but shall not be allowed additional compensation for the costs of such delays not impacting the Project's critical path.
- 18.8 District reserves the right to occupy any building or portion thereof or use any improvement contemplated by the Contract Documents prior to the completion of the entire Project. A list of work to be completed and corrected by Contractor, if any, shall be prepared and agreed to between District and Contractor before any such occupancy or use. Such occupancy or use shall not operate as an acceptance of any part of the Project but shall start the guaranty-warranty period on the structure or portion thereof so occupied or improvement or equipment so used; provided, however, that such occupancy or use shall not start the guaranty-warranty period as to items appearing on the list of work yet to be completed and corrected or as to structures or improvements (or portions thereof) that are not occupied or used. No such occupancy or use shall be deemed to have occurred unless and until District has given Contractor written notice of its intention to so occupy or use any particular structure or improvement specifying the portion or portions of the structure, improvement or equipment which will be deemed so occupied or used. District and Contractor shall take reasonable steps to obtain the consent of Contractor's insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse of or reduction of such insurance. Such occupancy or use by District shall relieve Contractor of (and District shall assume) the responsibility for injury or damage to said occupied or used portions of the Project resulting from use by District or the public or from the action of the elements or from any other cause, except injury or damage resulting from the operations, negligence or intentional acts of Contractor, any Subcontractors or materialmen of any tier, or their officers, employees or agents.

19. TERMINATION OF AGREEMENT

19.1 Termination for Breach.

- 19.1.1 If the Contractor refuses or fails to proceed with the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to Complete the Project within the Contract Time, or if the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, the District may serve written notice upon the Contractor and its Surety of the District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to that effect that the Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the District have been made for correction of said violations.
- 19.1.2 In the event that the District serves such written notice of termination upon the Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give the District written

notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of the District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of the District's service of said notice upon Surety; then the District may take over the Project and prosecute the same to completion by separate contract(s) or by any other method it may deem advisable for the account and at the expense of the Contractor.

- 19.1.3 In the event that the District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) the District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants and other property belonging to the Contractor that are on the site and reasonably necessary for such completion; and (2) Surety shall be liable to the District for any cost or other damage to the District necessitated by the District securing an alternate performance pursuant to this Article.

19.2 Termination for Convenience.

- 19.2.1 The District may terminate performance of the Project called for by the Contract Documents in whole or, from time to time, in part, if the District determines that a termination is in the District's interest.

- 19.2.2 The District shall terminate all or any part of the Project upon delivery to the Contractor of a "Notice of Termination" specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

- 19.2.3 After receipt of Notice of Termination, and except as directed by the District's Representative, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice of Termination.
2. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.
6. Submit to the District's Representative, within ten (10) days from the Project termination date found in the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Project termination date, including termination costs related to demobilizing and closing out the Project, found in the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Construction Services

Agreement pursuant to this clause, which costs the Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by the District no later than thirty (30) days after the Project termination date found in the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs occasioned by the District's Termination for Convenience."

19.2.4 Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claims arising out of or relating to the work performed on the Project.

19.2.5 In the event that the District exercises its right to terminate this Construction Services Agreement pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement the following amounts not already paid to Contractor:

1. All actual costs incurred according to the provisions of this Construction Services Agreement including but not limited to insurance costs incurred in connection with the Project.
2. A reasonable allowance for profit on the cost of the work on the Project performed and not otherwise paid for the District, provided Contractor establishes to the satisfaction of the District, that it is reasonably probable that the Contractor would have made a profit had the Construction Services Agreement been completed and provided further, that the profit allowed shall in no event exceed five percent (5%) of costs. In no event shall the total amount exceed GMP.
3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Article.

19.3 Termination of Agreement by Contractor. The Contractor may terminate the Construction Services Agreement upon ten (10) days written notice to the District, whenever: (1) there is a substantial failure of performance on the part of the District; or (2) the District shall elect not to appropriate funds and/or not to make two (2) successive Sublease Prepayments (if exercised by the District in its sole discretion) following the receipt by District of a request from the Contractor in its capacity as Lessor for each such Sublease Prepayment pursuant to Article 21 of the Sublease. In the event of such termination, the Contractor shall have no claims against the District except for payment for the value of the work performed on the Project as of the date of termination.

19.4 Assignment of Subcontractors and Suppliers. If the Contract is Terminated, Contractor shall provide District copies of all subcontracts, purchase orders, addenda, invoices, payment records, and Project files associated with each Subcontractor and Material Supplier. The District shall have the option to assume any Subcontracts, contracts or purchase orders the District chooses. To the extent that vendors are not paid in full for the labor, materials, or services provided, Contractor shall provide an accounting statement showing the amounts paid and the amounts due to the Subcontractor and a statement on the anticipated payment status associated with the Termination.

19.5 Continuation of Work During Disputes. In the event of a dispute between the parties as to performance of the work or the interpretation of this contract, or payment dispute, the parties shall attempt to resolve the dispute. Pending resolution of this dispute, Contractor agrees to continue the work diligently to completion and shall neither rescind nor terminate the agreement.

20. RESOLUTION OF AGREEMENT CLAIMS

- 20.1 Decision of Architect. "Disputes" or "Claims" as defined in Article 20.9.1.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 20.2 within ten (10) days after Contractor's Article 17 request for extra work/ modification is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 20.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 20.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 20.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

- 20.2 Architect's Review. The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute..

20.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

- 20.3 Documentation if Resolved. If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

- 20.4 Actions if Not Resolved. If a Dispute has not been resolved and all documentation requested pursuant to Article 20.2 has been provided, the Contractor shall, within ten (10) days after the Architect's initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 20.2.

- 20.5 Architect's Written Decision. If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 20.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 20.9.

- 20.6 Continuing Contract Performance. Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with

performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

20.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

20.6.1.1 If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.

20.6.1.2 The Arbitration process shall not toll the Disputes or Claims process under Article 20 or the requirement to submit Claims to Court under Article 20.13.

20.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface. When any excavation or trenching extends greater than four feet below the surface:

20.7.1 *Immediately upon discovery,* The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing of any:

20.7.1.1 Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, or pursuant to the documents and information from Contractor's Due Diligence or Due Diligence Documents.

20.7.1.2 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

20.7.1.3 Hazardous waste condition, except, if Contractor's bid includes removal or disposal of hazardous substances, or is part of Contractor's Due Diligence or Due Diligence Documents. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice procedures and requirements of Article 17.5.2 shall apply.

- 20.7.2 *The District shall investigate the conditions, and if District finds that the conditions do materially so differ and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order or Construction Change Document under the procedures described in the Contract.*
- 20.7.3 *In the event that a dispute arises between a public entity or District and the Contractor whether the conditions materially differ or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.*
- 20.8 Dispute Concerning Extension of Time. If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 18. Upon completion of the procedures set forth under Article 18, Contractor must then comply with the requirements in this Article including those set forth under Article 20.9.
- 20.9 Claims Procedures. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Claims requirements under Article 20 to quickly and efficiently resolve disputes. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 21 based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information.
- 20.9.1 *Procedure Applicable to all Claims*
- 20.9.1.1 Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation but shall be entitled to utilize Governmental Delay Float (See Article 9.2.1.)
- 20.9.1.2 Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- 20.9.1.3 Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 20.5, submit a notification in writing sent by registered mail or certified mail with return receipt requested, with the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 20.5, the

Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 20.1 through 20.5.

20.9.1.4 The Formal Notification of Claim must be presented as follows:

- a. The term "Claim" must be at the top of the page in no smaller than 20 point writing.
- b. All documentation submitted pursuant to Article 20 to the Architect shall be submitted with the title "claim."
- c. A stack of documents and copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation
- d. Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.

20.9.1.5 Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:

- a. Cover letter.
- b. Summary of factual basis of Claim and amount of Claim.
- c. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
- d. Documents relating to the Claim, including:
 1. Specifications sections in question.
 2. Relevant portions of the Drawings
 3. Applicable Clarifications (RFI's)
 4. Other relevant information, including responses that were received.
 5. Contractor Analysis of Claim merit.
 - (a) Contractor's analysis of any Subcontractor vendor claims that are being passed through.
 - (b) Any analysis performed by outside consultants.
 - (c) Any legal analysis that Contractor deems relevant.
- e. Breakdown of all costs associated with the Claim.

- f. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 9 and a chronology of events and related correspondence.
- g. Chronology of events and related correspondence.
- h. Applicable daily reports and logs.
 - 1. If the daily reports or logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid or cost documents (and associated original unaltered metadata).
 - 1. The metadata and bid or cost information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid or cost documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 - 2. This data on the bid or cost information shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - 3. If the bid or cost documentation is not available, lost or destroyed, there shall be a presumption that the lost bid or cost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
- j. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the claim a certification under penalty of perjury:
 - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - 4. That the Contractor is familiar with Government Code section 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.

- k. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- l. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- m. If the District needs approval from its Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- n. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph t below shall apply.
- o. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to Article 20.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- p. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard

to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 20.13 .

- q. For purposes of Article 20.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- r. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Article 20.9 shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.
- s. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under Article 20.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 20.12 below.
- t. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of Article 20.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of Article 20.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.
- u. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

- v. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
 - w. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.
- 20.10 District (through CM or District's Agent or Attorney) May Request Additional Information. Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time, so the Claim and additional documents may be reviewed.
- 20.11 Claims Procedures in Addition to Government Code Claim. Nothing in the Claims procedures set forth in Article 20 of the CSA shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.
- 20.12 Binding Arbitration of Individual Claim Issues. To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 20.6.1.
- 20.13 Resolution of Claims in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 20.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before
- 20.14 Warranties, Guarantees and Obligations. The duties and obligations imposed by this CSA and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the Contract Documents and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

21. MAINTENANCE OF RECORDS; AUDIT/OWNERSHIP OF DOCUMENTS

- 21.1 State Audit. Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.
- 21.2 District Audit. Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this Audit is to quickly and efficiently resolve disputes based on the actual costs incurred and to reduce the uncertainty in resolving disputes with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect

relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Charge Orders, Response to Request for (Sealed) Proposals, Claims, Appeal of Claims, or other requests for payment the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 20 entitled Disputes.

- 21.3 Failure to Produce Books or Records. If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a ground to Debar the Contractor from future Projects for failure to preserve records under this Article and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce Job Cost Data tied to Job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce daily time records (prepared at or near the time of the Work actually took place shall be presumed an intentional failure to produce key audited records.
- 21.4 Inefficiency, Acceleration or Delay Claims. If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid or cost tabulation utilized in submitting Contractor's cost for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid or cost tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid or cost tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid or cost tabulation for inspection to prove the authenticity of the underlying bid or cost tabulation. Failure to produce the bid or cost tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid or cost tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid or cost tabulation was not produced, and the bid or cost tabulation information was unfavorable to the Contractor. The evidence may also be used in Debarment Proceedings and noted as an exception to an Audit Findings.
- 21.5 Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to Audit Findings and if either there is no Dispute of the Audit findings under this Article or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek any Savings that have not been accounted for with District and may also seek reimbursement for overstated Claims, Change Orders, or Appeal of Claims.
- 21.6 Ownership of Drawings. Notwithstanding any provision of this Agreement, all drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

22. PREVAILING RATES OF WAGES; RECORDS, APPRENTICES

- 22.1 Wage Rates. Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates

are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

- 22.2 Holiday and Overtime Pay. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law
- 22.3 Wage Rates Not Affected by Subcontracts. The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- 22.4 Per Diem Wages. The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.
- 22.5 Forfeiture and Payments. Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

23. RECORDS OF WAGES PAID

23.1 Payroll Records

- 23.1.1 Pursuant to §1776 of the Labor Code, each Contractor and Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the Project.
- 23.1.2 All payroll records shall be certified and submitted to the District with each application for payment, but not less than once per month or as otherwise requested by the District. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
- 23.1.3 A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

- 23.1.4 A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
- 23.1.5 A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- 23.1.6 Unless required to be furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.
- 23.1.7 The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- 23.1.8 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- 23.1.9 The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- 23.1.10 The Contractor or Subcontractor(s) shall have ten (10) calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from Progress Payments or Retention Payment then due.
- 23.1.11 Responsibility for compliance with this Article shall rest upon the Contractor.
- 23.2 Withholding of Payments & Penalties

- 23.2.1 The District may withhold or delay Progress Payments to the Contractor or a Sublease Payment or Retention if:
- 23.2.1.1 The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
 - 23.2.1.2 The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
 - 23.2.1.3 The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or
 - 23.2.1.4 The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
 - 23.2.1.5 The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

24. APPRENTICES

- 24.1 Apprentice Wages and Definitions. All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.
- 24.2 Employment of Apprentices. Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.
- 24.3 Submission of Contract Information. Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be

employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within sixty (60) days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

- 24.4 Apprentice Fund. The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing its bid or costs for the Contract.
- 24.5 Prime Contractor Compliance. The responsibility of compliance with this Article 13 §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.
- 24.6 WHEN DETERMINING GMP, CONTRACTOR SHALL INCLUDE TO THE EXTENT POSSIBLE ANTICIPATED GENERAL PREVAILING WAGE RATES FOR THE TIME WHEN WORK ON THE PROJECT WILL ACTUALLY BE PERFORMED.

25. REGISTRATION WITH DEPARTMENT OF INDUSTRIAL RELATIONS

- 25.1 Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract Documents and subject to termination for cause.
- 25.2 An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.
- 25.3 The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold Progress Payments or Retention Payment if the District is notified, or determines as the result of its own investigation, that Contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

- 25.4 The Labor Commissioner and the Division of Labor Standards Enforcement (DLSE) may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.
- 25.5 Any lawful activities conducted, or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all Subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner's office. The failure of the Labor Commissioner, DLSE, or any other part of the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.
- 25.6 Prior to commencing any Work on the Project, the Contractor shall post the notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26. HOURS OF WORK

- 26.1 Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.
- 26.2 Generally, construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.
- 26.3 Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Article 9, Extra Work/Modifications.

27. SKILLED AND TRAINED WORKFORCE

- 27.1 Contractor and all Subcontractors of any tier must comply with the requirements set forth in Education Code section 17407.5, including providing an enforceable commitment that the Contractor and all Subcontractors of any tier will use a "Skilled and Trained Workforce" as defined in Education Code section 17407.5 (b)(3). Contractor and all Subcontractors are to carefully review all requirements set forth in Education Code section 17407.5 before entering into the Contract for the Project.

- 27.2 The Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract shall be established by the following:
- 27.2.1 Contractor shall include in all of its subcontracts, and Subcontractors shall require in its subcontracts of any tier, mandatory compliance with Education Code section 17407.5.
 - 27.2.2 Contractor shall provide to the Board, on a monthly basis while the Project or Contract is being performed, a written report demonstrating that the Contractor and all Subcontractors of any tier are complying with the requirements set forth in Education Code section 17407.5. If the Contractor fails to provide this monthly report, the District shall immediately cease making payments (Sublease Payments or Retention Payment) to the Contractor.
 - 27.2.3 The monthly report provided to the Board as required above shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and shall be open to public inspection.
 - 27.2.4 Contractor's commitment that a Skilled and Trained Workforce will be used to perform Work on the Project and the Contract may also be established by the Contractor providing evidence and any other information or documents reasonably requested by the District showing that the Contractor has entered into a project labor agreement that includes the requirements of Education Code section 17407.5(c) that will bind the Contractor and all its Subcontractors of any tier performing Work on the Project or Contract.
- 27.3 If the Board has entered into a project labor agreement that will bind all contractors and subcontractors performing Work on this Project or Contract that includes the requirements of Education Code section 17407.5(c), the Contractor's agreement that it will become a party to that project labor agreement shall satisfy the requirements under Education Code section 17407.5(c).
- 27.4 If the Contractor or Subcontractor of any tier is not in compliance with all of the requirements set forth in Education Code section 17407.5, the District shall exercise any rights or remedies allowed under Education Code section 17407.5 or other applicable law.

28. PROTECTION OF PERSONS AND PROPERTY

- 28.1 Fingerprinting. If any portion of the work for the Project is to be performed at an operating school, Contractor shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils. Contractor shall also ensure that its Subcontractors on the Project comply with the applicable requirements of Sections 45125.1 and 45125.2. To this end, Contractor and its Subcontractors must provide for the completion of the Fingerprint Certification form attached as Exhibit "F" and incorporated herein by this reference prior to commencing work on the Project. In no event shall any employees of Contractor or its Subcontractors come into contact with District's pupils before the certification is completed. Contractor's failure to comply with this law shall be considered a material breach of the Agreement upon where the Agreement may be terminated, at District's sole discretion, without any further compensation to Contractor. Contractor and Subcontractor personnel on Site shall not have been convicted of any criminal offense which may have a discernible adverse impact on District or its students. Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the Site any employee in violation of these requirements as determined by Contractor or by District. Contractor shall impose these requirements on its Subcontractors.
- 28.2 Contractor has been advised and is aware that District has adopted a Board Policy which prohibits the use of tobacco products, including smokeless tobacco, anywhere on District property. Contractor shall be responsible for the enforcement of District's tobacco-free policy among all

Contractor's employees and Subcontractors while on District property. Contractor understands and agrees that should any employee or Subcontractor of Contractor violate the Board Policy, after having already been warned once for violating District's tobacco-free policy, Contractor shall remove the individual for the duration of the Project. Contractor shall not be entitled to any additional compensation and/or time in completing the Project as a result of such removal.

- 28.3 Contractor shall take all steps necessary to ensure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of alcohol or illegal drugs while on the Project. Contractor shall prevent any of its employees or its Subcontractors' employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Contractor shall also prevent its employees or Subcontractors' employees from bringing any animal onto the Project.
- 28.4 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District.
- 28.5 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.
- 28.6 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and Contractor shall so act if so authorized or instructed by District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- 28.7 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- 28.8 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair work shall be obtained and paid for by Contractor.
- 28.9 Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. The Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil

or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL OSHA Construction Safety Orders or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the Safety Orders.

28.9.1 All shoring submittal shall include surcharge loads from adjacent embankments, construction loads and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

28.9.2 Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or the person to whom authority to accept has been delegated by the District.

28.10 Contractor shall (unless waived by District in writing):

28.10.1 When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site; and when performing work which may interfere with the school routine before, during or after school hours, enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities.

28.10.2 Not allow any person, other than workers on the Project, or individuals authorized by District to come upon any portion of the premises where work is being performed. Contractor shall require all workers on the Project to be conspicuously identified either by a firm logo on their clothing, or by means of a prominent identification badge.

28.10.3 Provide substantial barricades around any shrubs or trees indicated to be preserved.

28.10.4 Deliver materials to building area over route designated by District.

28.10.5 Take preventive measures to eliminate dust.

28.10.6 Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of District; and shall not interfere with the work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District regarding signs, advertising, fires, smoking, the presence of liquor, and the presence of firearms and require that all workers comply with all regulations while on construction site.

28.10.7 Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer at no cost to District.

28.10.8 Not allow personal radios on the work site

28.10.9 Where the Project involves work at an operating school, inform and take such preventive measures necessary to ensure that all employees, Subcontractors and other individuals authorized on the Project site refrain from any personal contact or conversations with the students on site.

- 28.10.10 Contractor shall not impose structural loading upon any part of the work under construction or upon existing construction on or adjacent to the Site in excess of safe limits or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the work. The design of all temporary construction equipment and appliances used in construction of the work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. Contractor shall take reasonable and customary precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the work. The installation of such bracing or shoring shall not damage the work in place or the work installed by others. Any damage which does occur shall be promptly repaired by Contractor at no cost to District.
- 28.10.11 Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by Contractor for the Project, which will cover all work performed by Contractor and its Subcontractors. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, District, and all insurance carriers. Subcontractors shall immediately, within twenty four (24) hours, report in writing to Contractor all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to District giving full details of the accident.
- 28.10.12 Contractor and Subcontractors shall use only those ingress and egress routes designated by District, observe the boundaries of the Site designated by District, park only in those areas designated by District, which areas may be on or off the Site, and comply with any parking control program established by District, such as furnishing license plate information and placing identifying stickers on vehicles.
- 28.10.13 Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in District's reasonable discretion.
- 28.10.14 Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification." Contractor shall take all reasonable steps necessary to ensure that any employees of Contractor or any of its Subcontractors' employees report for work in a manner fit to do their job. Such employees shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Contractor shall advise its employees of these requirements before they enter on the Site and shall immediately remove from the site any employee in violation of these requirements as determined by Contractor or by the District. Contractor shall impose these requirements on its Subcontractors.
- 28.10.15 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and other persons carrying out the Contract and shall not employ on work any unfit person or anyone not skilled in work assigned to such person. It shall be the responsibility of Contractor to ensure compliance with this Article. Any person in the employ of Contractor or Subcontractors whom District may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the work Site and shall not again be employed on it except with written consent of District. Contractor must sign and cause all Subcontractors to sign the Conduct Rules for Contractors form attached as Exhibit "I" and incorporated herein by this reference prior to commencing work on the Project.

- 28.11 Contractor shall be at all times during the performance of work hereunder in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and Contractor shall indemnify, hold harmless and defend District against any and all actions, proceedings, penalties or claims arising out of Contractor's failure to comply strictly with the IRCA.

29. SUBLEASE PAYMENTS AND RETENTION

During the progress of construction, Contractor will provide monthly sublease payment applications reflecting the incurrence of Actual Cost for the total scheduled value of the work completed under the GMP set forth in Article 3. District shall pay to Contractor a monthly sublease payment comprising a sum equal to ninety-five percent (95%) of the scheduled value of the work approved and completed up to the last day of the previous month, less aggregate of previous payments ("Sublease Payment"). The District shall identify any disputed Sublease Payment Applications or portions thereof within seven (7) days of receipt. If all of the necessary information is submitted and accurate (including the schedule of values), District shall approve undisputed portions of the Sublease Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within fifteen (15) days after the District's approval of the periodic estimate for partial payment. Sublease Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and certified by Architect and Project Inspector, or any other approved representative of the District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this document and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning non-complying work, or any portion thereof given by the District lacks correction by Contractor. District shall withhold from the Sublease Payments 150% of the estimated value of non-complying work unless satisfactorily corrected or remedied. Contractor shall, at a minimum, provide the following documents as part of its request for a Sublease Payment: (1) Schedule of Values, (2) Project Contingency Trackers, (3) Project Allowance Trackers, (4) Project Savings Reports (Refer to the Project Savings Section for the Project Savings Items) including the budget versus actual costs of Project Management and General Condition Expenses, (5) Project Daily Reports (Contractor and Subcontractor), (6) Project Safety Reports, (7) Monthly Lien Releases Unconditional and Conditional Waivers (all contractors), and (8) Monthly Schedule Update and Narratives (with Recovery Schedules as needed).

- 29.1 The District shall retain five percent (5%) "Retention" from Sublease Payments and release Retention as required in this CSA and specifically, not until after Close-Out under Article 13.16.
- 29.2 In no event shall the cumulative total of the GMP elements identified in Article 3, including Sublease Payments and Retention ever exceed the GMP as defined herein, unless specifically allowed under Article 5.
- 29.2.1 Title to new materials and/or equipment for the work of this contract, on a continuous basis while the Project is being completed, shall vest in the District. However, responsibility for such new material and/or work of this contract shall remain with the Contractor until incorporated into the work and accepted by District; no part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this contract; and Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to the owner or his authorized representative.

Notwithstanding anything to the contrary stated above, the Contractor may include in its request for payment the value of any structural steel, glue laminated beams, trusses,

bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- 29.2.1.1 The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
- 29.2.1.2 Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- 29.2.1.3 With each request for payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;
- 29.2.1.4 The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- 29.2.1.5 Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- 29.2.1.6 Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

29.3 Reasons to Withhold Payment. The District may withhold any payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of reasons including, but not limited to:

- 1. Defective Work not remedied;
- 2. Stop Notices served upon the District;
- 3. Liquidated damages assessed against the Contractor;
- 4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
- 5. Damage to the District or other contractor;
- 6. Unsatisfactory prosecution of the Work by the Contractor;
- 7. Failure to store and properly secure materials;
- 8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
- 9. Failure of the Contractor to maintain As-Built drawings;

10. If, in the District's opinion, the representations to the District required pursuant to Article 9.4 cannot be made;
11. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an application for payment;
12. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154);
13. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates;
14. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
15. Failure to properly maintain or clean up the Site;
16. Payments to indemnify, defend, or hold harmless the District;
17. Any payments due to the District including, but not limited to, payments for failed tests, or utilities changes or permits;
18. Failure to submit an acceptable schedule in accordance with Article 9;
19. Failure to pay Subcontractor or suppliers;
20. Failure to secure warranties, including the cost to pay for warranties
21. Failure to provide release from material suppliers or Subcontractors when requested to do so
22. Items deducted pursuant to Article 17.6
23. Incomplete Punch List items under Article 13.6 which have gone through the Article 12.2 process
24. Allowances that have not been used

29.4 Reallocation of Withheld Amounts. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under this CSA to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

29.5 Payment After Cure. When the grounds for declining approval are removed, payment shall be made for amounts withheld because of them. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

30. NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

31. SUBCONTRACTOR PAYMENTS

- 31.1 Payments to Subcontractors. No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- 31.2 No Obligation of District for Subcontractor Payment. The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- 31.3 Payment Not Constituting Approval or Acceptance. An approved request for a Progress Payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.
- 31.4 Joint Checks. District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular school district and county are specifically met. Some school districts cannot issue joint checks, so the ability to issue joint checks will depend on the District and the specific circumstances.

32. SEPARATE CONTRACTS

- 32.1 Reservation of Rights to have other Contractors on Site. District reserves the right to let other contractors enter the Site to perform work as part of its use of the Site. Contractor shall afford other contractors' reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such Contractors. Such contractors shall comply with all applicable State safety laws and regulations and shall provide a certificate of insurance naming Contractor as additional insured
- 32.2 Notice of Coordination of Work. If the proper execution of any part of the Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems

and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion. In no event shall the work of such other contractors be covered by the warranty given by Contractor to the District, nor shall Contractor be required to provide insurance for such work.

33. USE OF PREMISES/SAFETY

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any materials or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

34. CLEANING UP

- 34.1 Contractor's Responsibility to Clean Up. Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

- 34.2 General Final Clean-Up. Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program.

1. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
2. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean.
3. Repair or replace any damaged materials. Replace any chipped or broken glass.
4. Remove any and all stains.
5. Remove labels that aren't permanent labels.
6. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds
7. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.
8. Remove temporary film that remains on any hardware, doors or other surfaces.
9. Seal the bottom and tops of all doors
10. Special Clean-Up.

11. In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the specifications including, but not limited to:
 - a. Remove putty stains from glazing, then wash and polish glazing.
 - b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.
 - c. Remove temporary protection and clean and polish floors and waxed surfaces.
 - d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint
 - e. Wipe surfaces of mechanical and electrical equipment.
 - f. Remove spots, soil, plaster and paint from tile work, and wash tile.
 - g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.
 - h. Vacuum-clean carpeted surfaces.
 - i. Remove debris from roofs, down spout and drainage system.

34.3 Failure to Cleanup. If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 12.2 and seek a Deductive Change Order.

35. INSURANCE

35.1 Insurance Requirements. Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least an A status as rated in the most recent edition of Best's Insurance Reports or as otherwise amended in these Contract Documents, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
2. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
3. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
4. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
5. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

6. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
 7. Claims involving sudden or accidental discharge of contaminants or pollutants.
- 35.2 Subcontractor Insurance Requirements. The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance required under this Article in like amounts. A "claims made" or modified "occurrence" policy shall not satisfy the requirements of this Article without prior written approval of the District.
- 35.3 Additional Insured Endorsement Requirements. The Contractor shall name, on any policy of insurance required under this Article, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 33 (04/813), or an ISO CG 20 38 (04/13) and ISO CG 20 37 (04/13) or their equivalent as determined by the District in its sole discretion and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to this Article must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.
- 35.4 Specific Insurance Requirements
- 35.4.1 Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:
- 35.4.2 Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$4,000,000.00 or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:
- | | | |
|----|--|----------------|
| 1. | Per occurrence (combined single limit) | \$2,000,000.00 |
| 2. | Project Specific Aggregate (for this Project only) | \$4,000,000.00 |
| 3. | Products and Completed Operations | \$2,000,000.00 |
| 4. | Personal and Advertising Injury Limit | \$2,000,000.00 |
- 35.4.3 Insurance Covering Special Hazards. The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:
- | | | |
|----|--|----------------|
| 1. | Automotive and truck where operated in amounts | \$1,000,000.00 |
| 2. | Material Hoist where used in amounts | \$1,000,000.00 |
| 3. | Explosion, Collapse and Underground (XCU coverage) | \$1,000,000.00 |
| 4. | In addition, provide Excess Liability Insurance coverage in the amount of Five Million Dollars (\$5,000,000.00). | |
- 35.5 Workers' Compensation Insurance. During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this

Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance and in comply with Labor Code § 3700.

35.6 Builder's Risk/All Risk

35.6.1 *Course-of-Construction Insurance Requirements.* The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement value basis consistent with the total replacement cost of the structures where work is being performed inclusive of all Work for the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including the underlying structure where Work is being performed, completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

35.7 Fire Insurance. Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until the Work is accepted by the District.

35.8 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

35.9 Proof of Insurance. The Contractor shall not commence Work, nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

35.9.1 Certificates and insurance policies shall include the following clause:

1. "This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

2. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
3. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.
4. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

35.10 Compliance. In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 34, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

35.11 No Waiver Created through Payments. The making of any payments under this CSA or the Sublease shall not be construed as creating an insurable risk interest by or for the District or be construed as relieving the Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to Completion of the Project.

35.12 Waiver of Subrogation. Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

35.13 Performance and Payment Bonds

35.13.1 Bond Requirements. Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

- 35.13.2 *Surety Qualification.* Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.
- 35.13.3 *Alternate Surety Qualifications.* If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
- 35.13.4 Contractor is hereby authorized to obtain a performance and payment bond from any Subcontractors selected by Contractor at its discretion and cost. Any bonds required by this subsection shall comply with the requirements set forth above.

36. HOLD HARMLESS AND INDEMNITY

Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- 36.1.1 Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- 36.1.2 Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- 36.1.3 Any dispute between Contractor and Contractor's Subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, Architect or CM, or employees, on account of or founded upon any cause, damage, or injury identified herein and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of this Article.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA") claims arising from failure to comply with the Construction Documents.

37. SUBSTITUTION OF SECURITY

In accordance with Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Construction Services Agreement. At the request and expense of the Contractors, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the Contractor. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to the Contractor.

38. TITLE TO WORK

Title to all work completed and in the course of construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Sublease.

39. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. The Contractor's Qualified SWPPP Developer (QSD) shall work with the Architect and its engineers in preparing an approved SWPPP and revising it as necessary or required. It shall be the Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. The Contractor shall employ a Qualified SWPPP Practitioner (QSP) to implement the approved SWPPP during construction. The Contractor shall comply with all requirements of the State Water Resources Control Board. The Contractor shall include all costs of compliance with specified requirements in the GMP.

Contractor shall be responsible for procuring, implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

The Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

Failure to comply with the Permit is in violation of federal and state law. The Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members,

officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from the Contractor for delay in completing the Project caused by the Contractor's failure to comply with the Permit.

40. EQUAL OPPORTUNITY CLAUSE

The Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age or physical handicap in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

- 40.1 California Fair Employment and Housing Act (Gov. Code 12900 et seq., prohibiting discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex, and prohibiting harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, or age);
- 40.2 Federal Civil Rights Act of 1964 (42 USC '2000e et seq., prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex); Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq., prohibiting discrimination against qualified individuals with a disability in hiring and employment practices);
- 40.3 The Age Discrimination in Employment Act (29 USC 621 et seq., prohibiting age discrimination in employment against individuals who are at least forty years of age);
- 40.4 California Labor Code section 1102.1 (prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation);
- 40.5 Sexual orientation;
- 40.6 American with Disabilities Act (ADA) (See Article 41); and
- 40.7 Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

41. SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Construction Documents are meant to comply with the American's with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights Violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Construction Documents. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

- 41.1 Indemnification of ADA Claims. ADA claims arising from failure to comply with Construction Documents shall be indemnified, held harmless and defended by Contractor. Further, any withholdings for ADA violations in Article 29.4 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

42. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by the District, except to the extent a method or means was specifically required by the Contract Documents.

43. EXCISE TAX

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in the GMP.

44. PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

45. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION

- 45.1 If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board Resolution and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).
- 45.2 Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or Architect that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine

means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by provisions of this Construction Services Agreement for unforeseen conditions.

46. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS

Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and or water table issues which impede construction or increase Construction Costs.
3. Unknown physical conditions at the Site (not including structures or improvements) of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Construction Services Agreement.

46.1 District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and the materials that are not on reports or documents supplied or reviewed as part of Contractor's Due Diligence shall be submitted as a Change Order under Article 17 and, upon approval, shall be allocated to the Unforeseen Allowance.

46.2 In the event that a dispute arises between District and Contractor whether the conditions materially differ from Due Diligence Documents reviewed for hazardous substances, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement but shall proceed with all work to be performed under the Construction Services Agreement.

47. NO ASBESTOS CERTIFICATION

47.1 Asbestos Free Installation Certification: Contractor shall execute and submit an "Asbestos Free Materials Certification," and further, is aware of the following

47.1.1 Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

47.1.1.1 Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

47.1.1.2 The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

47.1.1.3 The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

- 47.1.1.4 The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- 47.1.2 If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- 47.1.3 Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Construction Services Agreement the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Board and each member of the Board, its officers, employees, agents, representatives, including its Architect and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above mentioned standards, hazards, risk and liabilities.

48. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District's Architect, it shall bear all costs arising therefrom.

49. AGREEMENT MODIFICATIONS

No waiver, alteration or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

50. NOTICES

All communications in writing between District and Contractor, including without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by telex, telegram, or fax followed by regular mail, addressed pursuant to the Notice Section of Article 3.

51. THIRD-PARTY CLAIMS

Pursuant to Public Contract Code section 9201(b) and (c), District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Contract. District is entitled to recover its reasonable costs incurred in providing such notification.

52. ASSIGNMENT

Except Contractor's responsibility to assign Subcontractors and material suppliers to District upon Project Completion and the running of the Warranty Period, Contractor shall not assign or sublet the Lease, Sublease or this Construction Services Agreement, nor shall Contractor assign any monies due or to become due to it hereunder. Contractor has unique abilities and understanding of the Project from negotiations and the Due Diligence that has been undertaken and, thus, any assignment will not transfer to the assignee the specific understanding associated with Contractor on this Project.

53. HEADINGS

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein.

54. INTEGRATION/MODIFICATION

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered or changed except by a written agreement signed by the parties hereto.

55. APPLICABLE LAW/ PROVISIONS REQUIRED BY LAW DEEMED INSERTED

The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement the action shall be brought in a state court situated in the County where the District is located, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. In the event of any such litigation between the parties, the parties shall pay for their respective costs incurred, including attorneys' fees.

Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

56. SUCCESSION OF RIGHTS AND OBLIGATIONS

All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

CONTRACTOR

DISTRICT:

CLARK/SULLIVAN CONSTRUCTION

CENTER JOINT UNIFIED SCHOOL DISTRICT

By: 

Ted Foor, President

By: _____

Scott Loehr, Superintendent

DATE: April 8, 2021

DATE: _____

EXHIBIT “A”

SCOPE OF WORK / CONSTRUCTION DOCUMENTS

[TO BE INSERTED WHEN DSA APPROVED]

EXHIBIT "B"

MASTER BUDGET

[TO BE INSERTED WHEN DSA APPROVED]

EXHIBIT "C"

DVBE REQUIREMENTS

[TO BE INSERTED WHEN DSA APPROVED]

EXHIBIT "D"
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the _____ SCHOOL DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named,
on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Telephone: _____

005230.00046
15185069.1

EXHIBIT "E"
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the CENTER JOINT UNIFIED SCHOOL DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the CENTER JOINT UNIFIED SCHOOL DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest

responsible bidder, arrange for a contract between such bidder and the Oblige and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Oblige under the Contract and any modifications thereto, less the amount previously paid by the Oblige to the Principal, less any withholdings by the Oblige allowed under the Contract. Oblige shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Oblige may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Oblige, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Oblige and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Oblige is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Oblige's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Oblige and judgment is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,
20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$ _____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:
(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

EXHIBIT "F"

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated _____ 20__ by and between the Center Joint Unified School District ("District") and _____ ("Contractor") Contractor hereby certifies to the District's Governing Board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 192.7(c).

Contractor's Representative _____

Date: _____

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the Center Joint Unified School District ("District") as determined that _____ ("Contractor") is exempt from the criminal background check certification requirements for the contract dated _____ 20__ by and between the District and Contractor ("Contract") because:

- ☐ The Contractor's employees will have limited contact with District students during the course of the Contract;
- ☐ Emergency or exceptional circumstances exist; or
- ☐ With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "F" (CONT.)

SUBCONTRACTOR FINGERPRINTING REQUIREMENTS

SUBCONTRACTOR'S CERTIFICATION

The Center Joint Unified School District ("District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). This certification is submitted by _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's Governing Board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

Subcontractor's Representative: _____

Date: _____

SUBCONTRACTOR'S EXEMPTION

The Center Joint Unified School District ("District") entered into a contract for services with _____ ("Contractor") on or about _____, 20____ ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that _____, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor") is exempt from the criminal background check certification requirements for the Contract because:

- ☐ The Subcontractor's employees will have limited contact with District students during the course of the Contract;
- ☐ Emergency or exceptional circumstances exist; or
- ☐ With respect to Contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:
 - ☐ The installation of a physical barrier at the worksite to limit contact with pupils.
 - ☐ Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

School District Official: _____

Date: _____

EXHIBIT "G"

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, either as an individual employee or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Construction Services Agreement.

Contractor _____
Title _____
Date _____

(In accordance with article 5 (commencing at section 1860), chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Construction Services Agreement.)

EXHIBIT "H"

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

1. Publishing a statement, notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition.
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

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

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

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

DATE: _____

CONTRACTOR

By: _____
Signature

EXHIBIT "I"

CONDUCT RULES FOR CONTRACTORS

Each contractor/subcontractor, when performing work on Center Joint Unified School District property, in addition to complying with the provisions of the Construction Services Agreement, shall adhere to the following rules of conduct:

1. Professional and courteous conduct is expected and will be displayed at all times.
2. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.
3. The use of profanity and/or disparaging language will not be tolerated.
4. All contractors/subcontractors shall wear a means of identification on site when school is in session which must be approved by the District prior to commencement of work.
5. All contractors/subcontractors shall remain in the vicinity of his/her work and will not stray to other areas of the property not involved in the Project, including student and staff toilet facilities.
6. Pursuant to Government Code section 8350 et seq., the Center Joint Unified School District is a drug-free workplace. This policy shall be strictly enforced.
7. Alcoholic beverages are prohibited from being consumed or brought on any District property.
8. The use of any tobacco products on District property is strictly prohibited.
9. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor/subcontractor shall not be tolerated.
10. All contractors/subcontractors shall conform to a dress code whereby:
 - A. No clothing that contains violent, suggestive, derogatory, obscene, or racially-biased material may be worn.
 - B. Garments, accessories or personal grooming artifacts with slogans, graphics, or pictures promoting drugs, alcohol, tobacco, or any other controlled substances which are prohibited to minors will not be allowed.
11. No firearms are allowed on campuses/District property.
12. All contractors/subcontractors shall comply with Education Code section 45125 et seq. with respect to all fingerprinting requirements.

Non-compliance with any of the above-stated rules of conduct by any contractor/subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions.

Date

Authorized Signature

Print Name

Company

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 17.4.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 12.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 19.

Architect

District

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 13.16 of the Construction Services Agreement); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date: _____.

Architect