

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 11, 2021 Signed: \_\_\_\_\_  
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION

As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Daena Meras Telephone: 530-476-2892 ext 13005

Title: Chief Business Official E-mail: dmeras@pierce.k12.ca.us

**Criteria and Standards Review Summary**

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected LCFF revenue for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.	X	
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.	X	
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?	X	
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?	X	

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2019-20) annual payment?	X	
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, have there been changes since first interim in OPEB liabilities?	n/a	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)		X
		• Management/supervisor/confidential? (Section S8C, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	X	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

**CRITERIA AND STANDARDS**

**1. CRITERION: Average Daily Attendance**

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range: -2.0% to +2.0%

**1A. Calculating the District's ADA Variances**

DATA ENTRY: First Interim data that exist will be extracted into the first column, otherwise, enter data for all fiscal years. Second Interim Projected Year Totals data that exist for the current year will be extracted; otherwise, enter data for all fiscal years. Enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for all fiscal years.

Estimated Funded ADA

Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 1A)	Second Interim Projected Year Totals (Form AI, Lines A4 and C4)	Percent Change	Status
Current Year (2020-21)	District Regular	1,400.48	1,400.48	
	Charter School	0.00	0.00	
	<b>Total ADA</b>	<b>1,400.48</b>	<b>1,400.48</b>	<b>0.0%</b>
1st Subsequent Year (2021-22)	District Regular	1,355.91	1,371.31	
	Charter School			
	<b>Total ADA</b>	<b>1,355.91</b>	<b>1,371.31</b>	<b>1.1%</b>
2nd Subsequent Year (2022-23)	District Regular	1,334.72	1,356.87	
	Charter School			
	<b>Total ADA</b>	<b>1,334.72</b>	<b>1,356.87</b>	<b>1.7%</b>

**1B. Comparison of District ADA to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**2. CRITERION: Enrollment**

**STANDARD:** Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

**2A. Calculating the District's Enrollment Variances**

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
<b>Current Year (2020-21)</b>				
District Regular	1,444	1,440		
Charter School				
<b>Total Enrollment</b>	<b>1,444</b>	<b>1,440</b>	<b>-0.3%</b>	<b>Met</b>
<b>1st Subsequent Year (2021-22)</b>				
District Regular	1,408	1,424		
Charter School				
<b>Total Enrollment</b>	<b>1,408</b>	<b>1,424</b>	<b>1.1%</b>	<b>Met</b>
<b>2nd Subsequent Year (2022-23)</b>				
District Regular	1,386	1,409		
Charter School				
<b>Total Enrollment</b>	<b>1,386</b>	<b>1,409</b>	<b>1.7%</b>	<b>Met</b>

**2B. Comparison of District Enrollment to the Standard**

**DATA ENTRY:** Enter an explanation if the standard is not met.

- 1a. **STANDARD MET** - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

**3. CRITERION: ADA to Enrollment**

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

**3A. Calculating the District's ADA to Enrollment Standard**

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2017-18)			
District Regular	1,414	1,473	
Charter School			
<b>Total ADA/Enrollment</b>	<b>1,414</b>	<b>1,473</b>	<b>96.0%</b>
Second Prior Year (2018-19)			
District Regular	1,413	1,479	
Charter School			
<b>Total ADA/Enrollment</b>	<b>1,413</b>	<b>1,479</b>	<b>95.5%</b>
First Prior Year (2019-20)			
District Regular	1,400	1,454	
Charter School	0		
<b>Total ADA/Enrollment</b>	<b>1,400</b>	<b>1,454</b>	<b>96.3%</b>
		Historical Average Ratio:	95.9%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	96.4%

**3B. Calculating the District's Projected Ratio of ADA to Enrollment**

DATA ENTRY: Estimated P-2 ADA will be extracted into the first column for the Current Year; enter data in the first column for the subsequent fiscal years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4 and C4)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2020-21)				
District Regular	1,400	1,440		
Charter School	0			
<b>Total ADA/Enrollment</b>	<b>1,400</b>	<b>1,440</b>	<b>97.2%</b>	<b>Not Met</b>
1st Subsequent Year (2021-22)				
District Regular	1,371	1,424		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,371</b>	<b>1,424</b>	<b>96.3%</b>	<b>Met</b>
2nd Subsequent Year (2022-23)				
District Regular	1,357	1,409		
Charter School				
<b>Total ADA/Enrollment</b>	<b>1,357</b>	<b>1,409</b>	<b>96.3%</b>	<b>Met</b>

**3C. Comparison of District ADA to Enrollment Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:  
(required if NOT met)

2020/21 Estimated P-2 is using 19/20 actual ADA for projections and using 20/21 actual CBEDS for Enrollment. This caused a higher ratio since it is comparing two separate years.

**4. CRITERION: LCFF Revenue**

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

**4A. Calculating the District's Projected Change in LCFF Revenue**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2020-21)	15,303,509.00		
1st Subsequent Year (2021-22)	15,216,792.00	15,599,205.00	2.5%	Not Met
2nd Subsequent Year (2022-23)	14,810,625.00	15,565,756.00	5.1%	Not Met

**4B. Comparison of District LCFF Revenue to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

**Explanation:**  
(required if NOT met)

Standard is not met in 21/22 and 22/23 due to a slight increase to projected enrollment and the Governor's budget proposal for COLA is estimated higher than 1st Interim estimates.

**5. CRITERION: Salaries and Benefits**

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

**5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2017-18)	10,284,312.00	12,530,852.55	82.1%
Second Prior Year (2018-19)	10,335,773.93	13,019,926.54	79.4%
First Prior Year (2019-20)	10,780,581.82	13,902,646.88	77.5%
	Historical Average Ratio:		79.7%

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	76.7% to 82.7%	76.7% to 82.7%	76.7% to 82.7%

**5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures**

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2020-21)	11,211,022.00	15,563,892.00	72.0%	Not Met
1st Subsequent Year (2021-22)	11,172,786.00	13,827,540.00	80.8%	Met
2nd Subsequent Year (2022-23)	11,556,078.00	14,267,017.00	81.0%	Met

**5C. Comparison of District Salaries and Benefits Ratio to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:  
(required if NOT met)

Standard not met in 20/21 due to carryover and one-time funds included in total expenditures.



**6. CRITERION: Other Revenues and Expenditures**

**STANDARD:** Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

**6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range**

**DATA ENTRY:** First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
<b>Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)</b>				
Current Year (2020-21)	1,922,481.00	1,922,481.00	0.0%	No
1st Subsequent Year (2021-22)	402,532.00	402,532.00	0.0%	No
2nd Subsequent Year (2022-23)	402,432.00	402,532.00	0.0%	No

Explanation:  
(required if Yes)

<b>Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)</b>				
Current Year (2020-21)	1,448,543.00	1,448,543.00	0.0%	No
1st Subsequent Year (2021-22)	1,001,309.00	1,001,309.00	0.0%	No
2nd Subsequent Year (2022-23)	999,516.00	999,516.00	0.0%	No

Explanation:  
(required if Yes)

<b>Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)</b>				
Current Year (2020-21)	697,691.00	687,691.00	-1.4%	No
1st Subsequent Year (2021-22)	276,600.00	249,600.00	-9.8%	Yes
2nd Subsequent Year (2022-23)	271,191.00	245,541.00	-9.5%	Yes

Explanation:  
(required if Yes)

21/22 and 22/23 are outside of range due to an estimated decrease to interest.

<b>Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)</b>				
Current Year (2020-21)	3,267,193.00	3,211,056.00	-1.7%	No
1st Subsequent Year (2021-22)	1,045,270.00	1,045,270.00	0.0%	No
2nd Subsequent Year (2022-23)	1,067,430.00	1,067,430.00	0.0%	No

Explanation:  
(required if Yes)

<b>Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)</b>				
Current Year (2020-21)	2,555,165.00	2,662,799.00	4.2%	No
1st Subsequent Year (2021-22)	1,935,785.00	1,935,785.00	0.0%	No
2nd Subsequent Year (2022-23)	1,976,824.00	1,976,824.00	0.0%	No

Explanation:  
(required if Yes)

**6B. Calculating the District's Change in Total Operating Revenues and Expenditures**

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
<b>Total Federal, Other State, and Other Local Revenue (Section 6A)</b>				
Current Year (2020-21)	4,068,715.00	4,058,715.00	-0.2%	Met
1st Subsequent Year (2021-22)	1,680,441.00	1,653,441.00	-1.6%	Met
2nd Subsequent Year (2022-23)	1,673,139.00	1,647,589.00	-1.5%	Met
<b>Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)</b>				
Current Year (2020-21)	5,822,358.00	5,873,855.00	0.9%	Met
1st Subsequent Year (2021-22)	2,981,055.00	2,981,055.00	0.0%	Met
2nd Subsequent Year (2022-23)	3,044,254.00	3,044,254.00	0.0%	Met

**6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range**

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD MET - Projected total operating revenues have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
Federal Revenue  
(linked from 6A  
if NOT met)

Explanation:  
Other State Revenue  
(linked from 6A  
if NOT met)

Explanation:  
Other Local Revenue  
(linked from 6A  
if NOT met)

- 1b. STANDARD MET - Projected total operating expenditures have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
Books and Supplies  
(linked from 6A  
if NOT met)

Explanation:  
Services and Other Exps  
(linked from 6A  
if NOT met)

**7. CRITERION: Facilities Maintenance**

STANDARD: Identify changes that have occurred since first interim projections in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

**Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)**

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year.

DATA ENTRY: Enter the Required Minimum Contribution if First Interim data does not exist. First Interim data that exist will be extracted; otherwise, enter First Interim data into lines 1, if applicable, and 2. All other data are extracted.

	Required Minimum Contribution	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	520,113.63	528,379.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		528,379.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
- Other (explanation must be provided)

Explanation:  
(required if NOT met  
and Other is marked)

**8. CRITERION: Deficit Spending**

**STANDARD:** Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves<sup>1</sup> as a percentage of total expenditures and other financing uses<sup>2</sup> in any of the current fiscal year or two subsequent fiscal years.

<sup>1</sup>Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup>A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

**8A. Calculating the District's Deficit Spending Standard Percentage Levels**

DATA ENTRY: All data are extracted or calculated.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District's Available Reserve Percentages (Criterion 10C, Line 9)	33.7%	42.5%	38.7%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	11.2%	14.2%	12.9%

**8B. Calculating the District's Deficit Spending Percentages**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)			
Current Year (2020-21)	(1,500,772.00)	15,792,340.00		9.5%	Met
1st Subsequent Year (2021-22)	117,106.00	13,855,988.00		N/A	Met
2nd Subsequent Year (2022-23)	(445,967.00)	14,295,465.00		3.1%	Met

**8C. Comparison of District Deficit Spending to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in any of the current year or two subsequent fiscal years.

Explanation:  
(required if NOT met)

**9. CRITERION: Fund and Cash Balances**

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

**9A-1. Determining if the District's General Fund Ending Balance is Positive**

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals		Status
	(Form 011, Line F2 )	(Form MYPI, Line D2)	
Current Year (2020-21)	7,197,099.00		Met
1st Subsequent Year (2021-22)	7,289,205.00		Met
2nd Subsequent Year (2022-23)	6,813,237.00		Met

**9A-2. Comparison of the District's Ending Fund Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

**9B-1. Determining if the District's Ending Cash Balance is Positive**

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund		Status
	(Form CASH, Line F, June Column)		
Current Year (2020-21)	4,349,681.98		Met

**9B-2. Comparison of the District's Ending Cash Balance to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:  
(required if NOT met)

**10. CRITERION: Reserves**

STANDARD: Available reserves<sup>1</sup> for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts<sup>2</sup> as applied to total expenditures and other financing uses<sup>3</sup>:

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA		
5% or \$71,000 (greater of)	0	to	300
4% or \$71,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

<sup>1</sup> Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

<sup>2</sup> Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

<sup>3</sup> A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
District Estimated P-2 ADA (Current Year, Form AI, Lines A4 and C4. Subsequent Years, Form MYPI, Line F2, if available.)	1,400	1,371	1,357
District's Reserve Standard Percentage Level:	3%	3%	3%

**10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)**

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
  - a. Enter the name(s) of the SELPA(s): \_\_\_\_\_

	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

**10B. Calculating the District's Reserve Standard**

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	21,341,525.00	17,150,539.00	17,659,313.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	21,341,525.00	17,150,539.00	17,659,313.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	640,245.75	514,516.17	529,779.39
6. Reserve Standard - by Amount (\$71,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	640,245.75	514,516.17	529,779.39

**10C. Calculating the District's Available Reserve Amount**

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	7,182,099.00	7,289,205.00	6,833,238.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00		
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00		
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	7,182,099.00	7,289,205.00	6,833,238.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	33.65%	42.50%	38.69%
<b>District's Reserve Standard (Section 10B, Line 7):</b>	<b>640,245.75</b>	<b>514,516.17</b>	<b>529,779.39</b>
Status:	Met	Met	Met

**10D. Comparison of District Reserve Amount to the Standard**

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

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**SUPPLEMENTAL INFORMATION**

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DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

**S1. Contingent Liabilities**

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

No

1b. If Yes, identify the liabilities and how they may impact the budget:

**S2. Use of One-time Revenues for Ongoing Expenditures**

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

No

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

**S3. Temporary Interfund Borrowings**

1a. Does your district have projected temporary borrowings between funds?  
(Refer to Education Code Section 42603)

No

1b. If Yes, identify the interfund borrowings:

**S4. Contingent Revenues**

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:



**S5. Contributions**

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%  
or -\$20,000 to +\$20,000

**S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund**

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, the Second Interim's Current Year data will be extracted. If Form MYPI exists, the data will be extracted into the Second Interim column for the 1st and 2nd Subsequent Years. If Form MYPI does not exist, enter data for 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
<b>1a. Contributions, Unrestricted General Fund</b> (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2020-21)	(1,862,162.00)	(1,862,162.00)	0.0%	0.00	Met
1st Subsequent Year (2021-22)	(2,159,379.00)	(2,159,379.00)	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	(2,244,067.00)	(2,244,067.00)	0.0%	0.00	Met
<b>1b. Transfers In, General Fund *</b>					
Current Year (2020-21)	0.00	0.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	0.00	0.00	0.0%	0.00	Met
<b>1c. Transfers Out, General Fund *</b>					
Current Year (2020-21)	228,448.00	228,448.00	0.0%	0.00	Met
1st Subsequent Year (2021-22)	28,448.00	28,448.00	0.0%	0.00	Met
2nd Subsequent Year (2022-23)	28,448.00	28,448.00	0.0%	0.00	Met

**1d. Capital Project Cost Overruns**

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

\* Include transfers used to cover operating deficits in either the general fund or any other fund.

**S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects**

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. MET - Projected contributions have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1b. MET - Projected transfers in have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1c. MET - Projected transfers out have not changed since first interim projections by more than the standard for the current year and two subsequent fiscal years.

Explanation:  
(required if NOT met)

1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:  
(required if YES)

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**S6. Long-term Commitments**

Identify all existing and new multiyear commitments<sup>1</sup> and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

<sup>1</sup> Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

**S6A. Identification of the District's Long-term Commitments**

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?  
(If No, skip items 1b and 2 and sections S6B and S6C)
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections?
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2020
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases				
Certificates of Participation				
General Obligation Bonds				15,833,428
Supp Early Retirement Program	5			325,740
State School Building Loans				
Compensated Absences				32,008

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2020
<b>TOTAL:</b>				16,191,176

Type of Commitment (continued)	Prior Year (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases				
Certificates of Participation				
General Obligation Bonds	477,613	210,590	201,343	215,548
Supp Early Retirement Program	23,853	78,088	78,088	77,255
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
<b>Total Annual Payments:</b>	501,466	288,678	279,431	292,803
<b>Has total annual payment increased over prior year (2019-20)?</b>	No	No	No	No

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**S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment**

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DATA ENTRY: Enter an explanation if Yes.

- 1a. No - Annual payments for long-term commitments have not increased in one or more of the current and two subsequent fiscal years.

**Explanation:**  
(Required if Yes  
to increase in total  
annual payments)

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**S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments**

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DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

**Explanation:**  
(Required if Yes)

**S7. Unfunded Liabilities**

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

**S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

No
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b. If Yes to item 1a, have there been changes since first interim in OPEB liabilities?

n/a
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c. If Yes to item 1a, have there been changes since first interim in OPEB contributions?

n/a
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2. OPEB Liabilities

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. Total OPEB liability		
b. OPEB plan(s) fiduciary net position (if applicable)		
c. Total/Net OPEB liability (Line 2a minus Line 2b)	0.00	0.00
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?		
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation.		

3. OPEB Contributions

	First Interim (Form 01CSI, Item S7A)	Second Interim
a. OPEB actuarially determined contribution (ADC) if available, per actuarial valuation or Alternative Measurement Method		
Current Year (2020-21)		
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (Funds 01-70, objects 3701-3752)		
Current Year (2020-21)	0.00	0.00
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)		
Current Year (2020-21)		
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		
d. Number of retirees receiving OPEB benefits		
Current Year (2020-21)		
1st Subsequent Year (2021-22)		
2nd Subsequent Year (2022-23)		

4. Comments:

**S7B. Identification of the District's Unfunded Liability for Self-insurance Programs**

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No
----

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a
-----

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a
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2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
  - Current Year (2020-21)
  - 1st Subsequent Year (2021-22)
  - 2nd Subsequent Year (2022-23)
- b. Amount contributed (funded) for self-insurance programs
  - Current Year (2020-21)
  - 1st Subsequent Year (2021-22)
  - 2nd Subsequent Year (2022-23)

First Interim (Form 01CSI, Item S7B)	Second Interim

4. Comments:

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**S8. Status of Labor Agreements**

Analyze the status of all employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

**S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period  
Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.  
If No, continue with section S8A.

**Certificated (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of certificated (non-management) full-time-equivalent (FTE) positions	75.4	75.4	75.4	75.4

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			

**One Year Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year		

**Multiyear Agreement**

Total cost of salary settlement		
% change in salary schedule from prior year (may enter text, such as "Reopener")		

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

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Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
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7. Amount included for any tentative salary schedule increases

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**Certificated (Non-management) Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections**

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?


If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

--

**Certificated (Non-management) Step and Column Adjustments**

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) Attrition (layoffs and retirements)**

- Are savings from attrition included in the interim and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Certificated (Non-management) - Other**

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

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**S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Classified Labor Agreements as of the Previous Reporting Period**

Were all classified labor negotiations settled as of first interim projections?  
If Yes, complete number of FTEs, then skip to section S8C.   
If No, continue with section S8B.

**Classified (Non-management) Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of classified (non-management) FTE positions	40.5	40.3	40.3	40.3

1a. Have any salary and benefit negotiations been settled since first interim projections?   
If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.  
If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.  
If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?   
If Yes, complete questions 6 and 7.

**Negotiations Settled Since First Interim Projections**

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?  
If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?  
If Yes, date of budget revision board adoption:

4. Period covered by the agreement: Begin Date:  End Date:

5. Salary settlement:

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	<input type="text"/>	<input type="text"/>	<input type="text"/>

**One Year Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year	<input type="text"/>	<input type="text"/>

or  
**Multiyear Agreement**

Total cost of salary settlement	<input type="text"/>	<input type="text"/>
% change in salary schedule from prior year (may enter text, such as "Reopener")	<input type="text"/>	<input type="text"/>

Identify the source of funding that will be used to support multiyear salary commitments:

**Negotiations Not Settled**

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
	0	0	0

**Classified (Non-management) Health and Welfare (H&W) Benefits**

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
216,048	216,048	216,048

**Classified (Non-management) Prior Year Settlements Negotiated Since First Interim**

Are any new costs negotiated since first interim for prior year settlements included in the interim?

No		

If Yes, amount of new costs included in the interim and MYPs  
If Yes, explain the nature of the new costs:

**Classified (Non-management) Step and Column Adjustments**

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Yes	Yes	Yes
36,190	36,914	37,652
2.0%	2.0%	2.0%

**Classified (Non-management) Attrition (layoffs and retirements)**

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
No	No	No
No	No	No

**Classified (Non-management) - Other**

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

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**S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees**

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

**Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period**

Were all managerial/confidential labor negotiations settled as of first interim projections?   
 If Yes or n/a, complete number of FTEs, then skip to S9.  
 If No, continue with section S8C.

**Management/Supervisor/Confidential Salary and Benefit Negotiations**

	Prior Year (2nd Interim) (2019-20)	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Number of management, supervisor, and confidential FTE positions	17.0	17.0	17.0	17.0

1a. Have any salary and benefit negotiations been settled since first interim projections?  
 If Yes, complete question 2.   
 If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?  
 If Yes, complete questions 3 and 4.

**Negotiations Settled Since First Interim Projections**

2. Salary settlement:	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?	Yes	Yes	Yes
Total cost of salary settlement	70,543	0	0
Change in salary schedule from prior year (may enter text, such as "Reopener")	0.0%	0.0%	0.0%

**Negotiations Not Settled**

3. Cost of a one percent increase in salary and statutory benefits

4. Amount included for any tentative salary schedule increases	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)

**Management/Supervisor/Confidential Health and Welfare (H&W) Benefits**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of H&W benefit changes included in the interim and MYPs?			
2. Total cost of H&W benefits			
3. Percent of H&W cost paid by employer			
4. Percent projected change in H&W cost over prior year			

**Management/Supervisor/Confidential Step and Column Adjustments**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are step & column adjustments included in the interim and MYPs?			
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

**Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)**

	Current Year (2020-21)	1st Subsequent Year (2021-22)	2nd Subsequent Year (2022-23)
1. Are costs of other benefits included in the interim and MYPs?			
2. Total cost of other benefits			
3. Percent change in cost of other benefits over prior year			

**S9. Status of Other Funds**

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

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**S9A. Identification of Other Funds with Negative Ending Fund Balances**

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DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

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### ADDITIONAL FISCAL INDICATORS

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The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
  
- A2. Is the system of personnel position control independent from the payroll system?
  
- A3. Is enrollment decreasing in both the prior and current fiscal years?
  
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
  
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
  
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
  
- A7. Is the district's financial system independent of the county office system?
  
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
  
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:  
(optional)

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**End of School District Second Interim Criteria and Standards Review**

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2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	14,074,113.00	15,303,509.00	8,800,135.67	15,180,964.00	(122,545.00)	-0.8%
2) Federal Revenue		8100-8299	402,532.00	1,922,481.00	1,393,781.42	1,922,481.00	0.00	0.0%
3) Other State Revenue		8300-8599	1,003,110.00	1,448,543.00	717,826.45	1,448,543.00	0.00	0.0%
4) Other Local Revenue		8600-8799	293,100.00	717,691.00	508,432.81	687,691.00	(30,000.00)	-4.2%
5) TOTAL, REVENUES			15,772,855.00	19,392,224.00	11,420,176.35	19,239,679.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	6,951,628.00	7,074,003.00	3,608,020.66	7,308,687.00	(234,684.00)	-3.3%
2) Classified Salaries		2000-2999	2,010,354.00	2,016,076.00	1,069,089.82	2,033,674.00	(17,598.00)	-0.9%
3) Employee Benefits		3000-3999	3,356,051.00	3,519,344.00	1,662,727.05	3,570,419.00	(51,075.00)	-1.5%
4) Books and Supplies		4000-4999	1,367,384.00	3,233,559.00	714,606.04	3,211,056.00	22,503.00	0.7%
5) Services and Other Operating Expenditures		5000-5999	1,995,837.00	2,648,799.00	1,143,896.65	2,662,799.00	(14,000.00)	-0.5%
6) Capital Outlay		6000-6999	325,518.00	1,244,016.00	729,106.76	1,244,016.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,201,901.00	1,082,426.00	602,567.00	1,082,426.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			17,208,673.00	20,818,223.00	9,530,013.98	21,113,077.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,435,818.00)	(1,425,999.00)	1,890,162.37	(1,873,398.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	128,448.00	228,448.00	0.00	228,448.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(128,448.00)	(228,448.00)	0.00	(228,448.00)		

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,564,266.00)	(1,654,447.00)	1,890,162.37	(2,101,846.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,298,944.17	9,298,945.00		9,298,945.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,298,944.17	9,298,945.00		9,298,945.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,298,944.17	9,298,945.00		9,298,945.00		
2) Ending Balance, June 30 (E + F1e)			7,734,678.17	7,644,498.00		7,197,099.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	677,200.71	15,000.00		15,000.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,103,604.87	7,629,498.00		7,182,099.00		
Unassigned/Unappropriated Amount		9790	(46,127.41)	0.00		0.00		

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	7,955,720.00	9,799,530.00	5,307,143.00	9,676,985.00	(122,545.00)	-1.3%
Education Protection Account State Aid - Current Year		8012	1,887,400.00	1,272,986.00	1,469,764.00	1,272,986.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	28,803.00	28,803.00	11,851.57	28,803.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	8,500.00	8,500.00	0.00	8,500.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	3,834,954.00	3,834,954.00	1,618,937.96	3,834,954.00	0.00	0.0%
Unsecured Roll Taxes		8042	291,366.00	291,366.00	307,984.18	291,366.00	0.00	0.0%
Prior Years' Taxes		8043	8,115.00	8,115.00	5,130.22	8,115.00	0.00	0.0%
Supplemental Taxes		8044	84,122.00	84,122.00	78,259.21	84,122.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(24,867.00)	(24,867.00)	0.00	(24,867.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	1,065.53	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>14,074,113.00</b>	<b>15,303,509.00</b>	<b>8,800,135.67</b>	<b>15,180,964.00</b>	<b>(122,545.00)</b>	<b>-0.8%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>14,074,113.00</b>	<b>15,303,509.00</b>	<b>8,800,135.67</b>	<b>15,180,964.00</b>	<b>(122,545.00)</b>	<b>-0.8%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	277,417.00	272,787.00	68,197.00	272,787.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	42,688.00	40,880.00	10,220.00	40,880.00	0.00	0.0%



2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	3,769.00	942.00	3,769.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	51,994.00	57,658.00	14,415.00	57,658.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	20,378.00	20,443.00	5,111.00	20,443.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	10,055.00	10,055.00	0.00	10,055.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	1,516,889.00	1,294,896.42	1,516,889.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>402,532.00</b>	<b>1,922,481.00</b>	<b>1,393,781.42</b>	<b>1,922,481.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement								
Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	57,842.00	57,842.00	57,693.00	57,842.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	302,438.00	302,438.00	74,015.88	302,438.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	227,969.00	258,337.00	199,537.44	258,337.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	34,550.00	320,085.00	240,953.13	320,085.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	380,311.00	509,841.00	145,627.00	509,841.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>1,003,110.00</b>	<b>1,448,543.00</b>	<b>717,826.45</b>	<b>1,448,543.00</b>	<b>0.00</b>	<b>0.0%</b>

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	27,300.00	27,300.00	18,019.69	27,300.00	0.00	0.0%
Interest		8660	165,000.00	165,000.00	12,653.91	135,000.00	(30,000.00)	-18.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	20,000.00	0.00	20,000.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	100,800.00	505,391.00	477,759.21	505,391.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>293,100.00</b>	<b>717,691.00</b>	<b>508,432.81</b>	<b>687,691.00</b>	<b>(30,000.00)</b>	<b>-4.2%</b>
<b>TOTAL, REVENUES</b>			<b>15,772,855.00</b>	<b>19,392,224.00</b>	<b>11,420,176.35</b>	<b>19,239,679.00</b>	<b>(152,545.00)</b>	<b>-0.8%</b>

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	5,826,511.00	5,870,829.00	3,017,901.70	6,063,966.00	(193,137.00)	-3.3%
Certificated Pupil Support Salaries		1200	307,191.00	385,248.00	162,702.24	398,732.00	(13,484.00)	-3.5%
Certificated Supervisors' and Administrators' Salaries		1300	759,332.00	759,332.00	419,624.22	785,633.00	(26,301.00)	-3.5%
Other Certificated Salaries		1900	58,594.00	58,594.00	7,792.50	60,356.00	(1,762.00)	-3.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>6,951,628.00</b>	<b>7,074,003.00</b>	<b>3,608,020.66</b>	<b>7,308,687.00</b>	<b>(234,684.00)</b>	<b>-3.3%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	231,119.00	237,444.00	124,589.90	237,444.00	0.00	0.0%
Classified Support Salaries		2200	752,347.00	749,953.00	394,723.70	749,953.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	406,483.00	406,483.00	233,163.76	416,688.00	(10,205.00)	-2.5%
Clerical, Technical and Office Salaries		2400	481,927.00	483,323.00	270,894.81	490,716.00	(7,393.00)	-1.5%
Other Classified Salaries		2900	138,478.00	138,873.00	45,717.65	138,873.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>2,010,354.00</b>	<b>2,016,076.00</b>	<b>1,069,089.82</b>	<b>2,033,674.00</b>	<b>(17,598.00)</b>	<b>-0.9%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	1,478,686.00	1,495,121.00	551,194.35	1,533,042.00	(37,921.00)	-2.5%
PERS		3201-3202	378,643.00	381,616.00	209,702.28	385,261.00	(3,645.00)	-1.0%
OASDI/Medicare/Alternative		3301-3302	237,764.00	239,831.00	122,627.61	244,606.00	(4,775.00)	-2.0%
Health and Welfare Benefits		3401-3402	1,072,429.00	1,214,965.00	693,057.10	1,214,965.00	0.00	0.0%
Unemployment Insurance		3501-3502	9,244.00	8,786.00	2,138.73	9,084.00	(298.00)	-3.4%
Workers' Compensation		3601-3602	179,285.00	179,025.00	84,006.98	183,461.00	(4,436.00)	-2.5%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>3,356,051.00</b>	<b>3,519,344.00</b>	<b>1,662,727.05</b>	<b>3,570,419.00</b>	<b>(51,075.00)</b>	<b>-1.5%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	358,000.00	498,795.00	4,441.52	498,795.00	0.00	0.0%
Books and Other Reference Materials		4200	86,018.00	247,128.00	51,512.57	246,128.00	1,000.00	0.4%
Materials and Supplies		4300	539,594.00	1,356,991.00	336,305.72	1,337,579.00	19,412.00	1.4%
Noncapitalized Equipment		4400	383,772.00	1,130,645.00	322,346.23	1,128,554.00	2,091.00	0.2%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,367,384.00</b>	<b>3,233,559.00</b>	<b>714,606.04</b>	<b>3,211,056.00</b>	<b>22,503.00</b>	<b>0.7%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	83,304.00	97,941.00	11,052.93	93,941.00	4,000.00	4.1%
Dues and Memberships		5300	21,243.00	21,443.00	18,547.43	21,443.00	0.00	0.0%
Insurance		5400-5450	163,503.00	163,503.00	245,869.53	246,503.00	(83,000.00)	-50.8%
Operations and Housekeeping Services		5500	410,047.00	414,047.00	194,916.06	414,047.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	176,481.00	197,481.00	12,666.34	192,481.00	5,000.00	2.5%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	934,673.00	1,466,598.00	542,548.40	1,406,598.00	60,000.00	4.1%
Communications		5900	206,586.00	287,786.00	118,295.96	287,786.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,995,837.00</b>	<b>2,648,799.00</b>	<b>1,143,896.65</b>	<b>2,662,799.00</b>	<b>(14,000.00)</b>	<b>-0.5%</b>

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	230,800.00	618,721.00	289,725.83	618,721.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	94,718.00	625,295.00	439,380.93	625,295.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>325,518.00</b>	<b>1,244,016.00</b>	<b>729,106.76</b>	<b>1,244,016.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,201,901.00	1,082,426.00	602,567.00	1,082,426.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/IP Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,201,901.00</b>	<b>1,082,426.00</b>	<b>602,567.00</b>	<b>1,082,426.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>17,208,673.00</b>	<b>20,818,223.00</b>	<b>9,530,013.98</b>	<b>21,113,077.00</b>	<b>(294,854.00)</b>	<b>-1.4%</b>

2020-21 Second Interim  
General Fund  
Summary - Unrestricted/Restricted  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	100,000.00	0.00	100,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	28,448.00	28,448.00	0.00	28,448.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>128,448.00</b>	<b>228,448.00</b>	<b>0.00</b>	<b>228,448.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Long-Term Debt Proceeds</b>								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>(128,448.00)</b>	<b>(228,448.00)</b>	<b>0.00</b>	<b>(228,448.00)</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	14,074,113.00	15,303,509.00	8,800,135.67	15,180,964.00	(122,545.00)	-0.8%
2) Federal Revenue		8100-8299	0.00	0.00	5,960.42	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	285,075.00	285,075.00	131,874.68	285,075.00	0.00	0.0%
4) Other Local Revenue		8600-8799	293,100.00	717,691.00	507,978.12	687,691.00	(30,000.00)	-4.2%
5) TOTAL, REVENUES			14,652,288.00	16,306,275.00	9,445,948.89	16,153,730.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	6,479,177.00	6,463,401.00	3,310,027.52	6,693,110.00	(229,709.00)	-3.6%
2) Classified Salaries		2000-2999	1,623,686.00	1,622,187.00	849,521.29	1,637,831.00	(15,644.00)	-1.0%
3) Employee Benefits		3000-3999	2,715,441.00	2,830,580.00	1,488,375.92	2,880,081.00	(49,501.00)	-1.7%
4) Books and Supplies		4000-4999	1,154,260.00	1,608,328.00	185,791.89	1,594,328.00	14,000.00	0.9%
5) Services and Other Operating Expenditures		5000-5999	1,888,682.00	1,956,509.00	873,015.50	1,980,509.00	(14,000.00)	-0.7%
6) Capital Outlay		6000-6999	305,518.00	863,030.00	690,825.11	863,030.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(48,964.00)	(84,997.00)	(5,611.17)	(84,997.00)	0.00	0.0%
9) TOTAL, EXPENDITURES			14,117,800.00	15,269,038.00	7,391,946.06	15,563,892.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>								
			534,488.00	1,037,237.00	2,054,002.83	589,838.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	128,448.00	228,448.00	0.00	228,448.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(1,985,306.00)	(1,862,162.00)	0.00	(1,862,162.00)	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(2,113,754.00)	(2,090,610.00)	0.00	(2,090,610.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			(1,579,266.00)	(1,053,373.00)	2,054,002.83	(1,500,772.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,682,870.87	8,682,871.00		8,682,871.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,682,870.87	8,682,871.00		8,682,871.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,682,870.87	8,682,871.00		8,682,871.00		
2) Ending Balance, June 30 (E + F1e)			7,103,604.87	7,629,498.00		7,182,099.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	7,103,604.87	7,629,498.00		7,182,099.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment State Aid - Current Year		8011	7,955,720.00	9,799,530.00	5,307,143.00	9,676,985.00	(122,545.00)	-1.3%
Education Protection Account State Aid - Current Year		8012	1,887,400.00	1,272,986.00	1,469,764.00	1,272,986.00	0.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	28,803.00	28,803.00	11,851.57	28,803.00	0.00	0.0%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	8,500.00	8,500.00	0.00	8,500.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	3,834,954.00	3,834,954.00	1,618,937.96	3,834,954.00	0.00	0.0%
Unsecured Roll Taxes		8042	291,366.00	291,366.00	307,984.18	291,366.00	0.00	0.0%
Prior Years' Taxes		8043	8,115.00	8,115.00	5,130.22	8,115.00	0.00	0.0%
Supplemental Taxes		8044	84,122.00	84,122.00	78,259.21	84,122.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(24,867.00)	(24,867.00)	0.00	(24,867.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	1,065.53	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Subtotal, LCFF Sources</b>			<b>14,074,113.00</b>	<b>15,303,509.00</b>	<b>8,800,135.67</b>	<b>15,180,964.00</b>	<b>(122,545.00)</b>	<b>-0.8%</b>
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>14,074,113.00</b>	<b>15,303,509.00</b>	<b>8,800,135.67</b>	<b>15,180,964.00</b>	<b>(122,545.00)</b>	<b>-0.8%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Donated Food Commodities		8221	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
Title I, Part A, Basic	3010	8290						
Title I, Part D, Local Delinquent Programs	3025	8290						
Title II, Part A, Supporting Effective Instruction	4035	8290						



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290						
Title III, Part A, English Learner Program	4203	8290						
Public Charter Schools Grant Program (PCSGP)	4610	8290						
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,							
Other NCLB / Every Student Succeeds Act	5510, 5630	8290						
Career and Technical Education	3500-3599	8290						
All Other Federal Revenue	All Other	8290	0.00	0.00	5,960.42	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>5,960.42</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319						
Special Education Master Plan Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	57,842.00	57,842.00	57,693.00	57,842.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	223,533.00	223,533.00	74,181.68	223,533.00	0.00	0.0%
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Career Technical Education Incentive Grant Program	6387	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590						
California Clean Energy Jobs Act	6230	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
All Other State Revenue	All Other	8590	3,700.00	3,700.00	0.00	3,700.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>285,075.00</b>	<b>285,075.00</b>	<b>131,874.68</b>	<b>285,075.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	27,300.00	27,300.00	18,019.69	27,300.00	0.00	0.0%
Interest		8660	165,000.00	165,000.00	12,653.91	135,000.00	(30,000.00)	-18.2%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	20,000.00	0.00	20,000.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	100,800.00	505,391.00	477,304.52	505,391.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>293,100.00</b>	<b>717,691.00</b>	<b>507,978.12</b>	<b>687,691.00</b>	<b>(30,000.00)</b>	<b>-4.2%</b>
<b>TOTAL, REVENUES</b>			<b>14,652,288.00</b>	<b>16,306,275.00</b>	<b>9,445,948.89</b>	<b>16,153,730.00</b>	<b>(152,545.00)</b>	<b>-0.9%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	5,356,060.00	5,340,284.00	2,755,388.61	5,531,178.00	(190,894.00)	-3.6%
Certificated Pupil Support Salaries		1200	307,191.00	307,191.00	127,222.19	317,943.00	(10,752.00)	-3.5%
Certificated Supervisors' and Administrators' Salaries		1300	757,332.00	757,332.00	419,624.22	783,633.00	(26,301.00)	-3.5%
Other Certificated Salaries		1900	58,594.00	58,594.00	7,792.50	60,356.00	(1,762.00)	-3.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>6,479,177.00</b>	<b>6,463,401.00</b>	<b>3,310,027.52</b>	<b>6,693,110.00</b>	<b>(229,709.00)</b>	<b>-3.6%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	88,567.00	88,581.00	43,555.55	88,581.00	0.00	0.0%
Classified Support Salaries		2200	655,577.00	652,273.00	338,981.44	652,273.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	259,137.00	259,137.00	150,371.84	267,388.00	(8,251.00)	-3.2%
Clerical, Technical and Office Salaries		2400	481,927.00	483,323.00	270,894.81	490,716.00	(7,393.00)	-1.5%
Other Classified Salaries		2900	138,478.00	138,873.00	45,717.65	138,873.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>1,623,686.00</b>	<b>1,622,187.00</b>	<b>849,521.29</b>	<b>1,637,831.00</b>	<b>(15,644.00)</b>	<b>-1.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	1,046,403.00	1,040,442.00	503,966.66	1,077,557.00	(37,115.00)	-3.6%
PERS		3201-3202	302,027.00	303,610.00	165,686.94	306,850.00	(3,240.00)	-1.1%
OASDI/Medicare/Alternative		3301-3302	203,049.00	202,658.00	102,755.70	207,207.00	(4,549.00)	-2.2%
Health and Welfare Benefits		3401-3402	993,506.00	1,116,539.00	639,360.37	1,116,539.00	0.00	0.0%
Unemployment Insurance		3501-3502	8,361.00	7,812.00	1,904.36	8,099.00	(287.00)	-3.7%
Workers' Compensation		3601-3602	162,095.00	159,519.00	74,701.89	163,829.00	(4,310.00)	-2.7%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>2,715,441.00</b>	<b>2,830,580.00</b>	<b>1,488,375.92</b>	<b>2,880,081.00</b>	<b>(49,501.00)</b>	<b>-1.7%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	358,000.00	478,795.00	0.00	478,795.00	0.00	0.0%
Books and Other Reference Materials		4200	20,613.00	40,613.00	4,830.11	39,613.00	1,000.00	2.5%
Materials and Supplies		4300	448,027.00	653,300.00	138,898.85	640,300.00	13,000.00	2.0%
Noncapitalized Equipment		4400	327,620.00	435,620.00	42,062.93	435,620.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>1,154,260.00</b>	<b>1,608,328.00</b>	<b>185,791.89</b>	<b>1,594,328.00</b>	<b>14,000.00</b>	<b>0.9%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	74,278.00	87,390.00	11,052.93	83,390.00	4,000.00	4.6%
Dues and Memberships		5300	21,103.00	21,303.00	18,547.43	21,303.00	0.00	0.0%
Insurance		5400-5450	163,503.00	163,503.00	245,869.53	246,503.00	(83,000.00)	-50.8%
Operations and Housekeeping Services		5500	410,047.00	414,047.00	194,916.06	414,047.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized improvements		5600	163,692.00	164,692.00	12,666.34	159,692.00	5,000.00	3.0%
Transfers of Direct Costs		5710	0.00	(1,433.00)	(3,546.61)	(1,433.00)	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	849,603.00	910,051.00	308,495.81	850,051.00	60,000.00	6.6%
Communications		5900	206,456.00	206,956.00	85,014.01	206,956.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>1,888,682.00</b>	<b>1,966,509.00</b>	<b>873,015.50</b>	<b>1,980,509.00</b>	<b>(14,000.00)</b>	<b>-0.7%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	230,800.00	368,721.00	261,345.83	368,721.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	74,718.00	494,309.00	429,479.28	494,309.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>305,518.00</b>	<b>863,030.00</b>	<b>690,825.11</b>	<b>863,030.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments								
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	(48,964.00)	(84,997.00)	(5,611.17)	(84,997.00)	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>(48,964.00)</b>	<b>(84,997.00)</b>	<b>(5,611.17)</b>	<b>(84,997.00)</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>14,117,800.00</b>	<b>15,269,038.00</b>	<b>7,391,946.06</b>	<b>15,563,892.00</b>	<b>(294,854.00)</b>	<b>-1.9%</b>

2020-21 Second Interim  
General Fund  
Unrestricted (Resources 0000-1999)  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	100,000.00	0.00	100,000.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	28,448.00	28,448.00	0.00	28,448.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>128,448.00</b>	<b>228,448.00</b>	<b>0.00</b>	<b>228,448.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	(1,985,306.00)	(1,862,162.00)	0.00	(1,862,162.00)	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>(1,985,306.00)</b>	<b>(1,862,162.00)</b>	<b>0.00</b>	<b>(1,862,162.00)</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>(2,113,754.00)</b>	<b>(2,090,610.00)</b>	<b>0.00</b>	<b>(2,090,610.00)</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	402,532.00	1,922,481.00	1,387,821.00	1,922,481.00	0.00	0.0%
3) Other State Revenue		8300-8599	718,035.00	1,163,468.00	585,951.77	1,163,468.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	454.69	0.00	0.00	0.0%
5) TOTAL, REVENUES			1,120,567.00	3,085,949.00	1,974,227.46	3,085,949.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	472,451.00	610,602.00	297,993.14	615,577.00	(4,975.00)	-0.8%
2) Classified Salaries		2000-2999	386,668.00	393,889.00	219,568.53	395,843.00	(1,954.00)	-0.5%
3) Employee Benefits		3000-3999	640,610.00	688,764.00	174,351.13	690,338.00	(1,574.00)	-0.2%
4) Books and Supplies		4000-4999	213,124.00	1,625,231.00	528,814.15	1,616,728.00	8,503.00	0.5%
5) Services and Other Operating Expenditures		5000-5999	107,155.00	682,290.00	270,881.15	682,290.00	0.00	0.0%
6) Capital Outlay		6000-6999	20,000.00	380,986.00	38,281.65	380,986.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,201,901.00	1,082,426.00	602,567.00	1,082,426.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	48,964.00	84,997.00	5,611.17	84,997.00	0.00	0.0%
9) TOTAL, EXPENDITURES			3,090,873.00	5,549,185.00	2,138,067.92	5,549,185.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(1,970,306.00)	(2,463,236.00)	(163,840.46)	(2,463,236.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	1,985,306.00	1,862,162.00	0.00	1,862,162.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			1,985,306.00	1,862,162.00	0.00	1,862,162.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			15,000.00	(601,074.00)	(163,840.46)	(601,074.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	616,073.30	616,074.00		616,074.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			616,073.30	616,074.00		616,074.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			616,073.30	616,074.00		616,074.00		
2) Ending Balance, June 30 (E + F1e)			631,073.30	15,000.00		15,000.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			677,200.71	15,000.00		15,000.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			(46,127.41)	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>LCFF SOURCES</b>								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
<b>Subtotal, LCFF Sources</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		
<b>LCFF Transfers</b>								
Unrestricted LCFF Transfers - Current Year	0000	8091						
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, LCFF SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>FEDERAL REVENUE</b>								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	277,417.00	272,787.00	68,197.00	272,787.00	0.00	0.0%
Title I, Part D, Local Delinquent Programs	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290	42,688.00	40,880.00	10,220.00	40,880.00	0.00	0.0%



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Title III, Part A, Immigrant Student Program	4201	8290	0.00	3,769.00	942.00	3,769.00	0.00	0.0%
Title III, Part A, English Learner Program	4203	8290	51,994.00	57,658.00	14,415.00	57,658.00	0.00	0.0%
Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128, 5510, 5630	8290	20,378.00	20,443.00	5,111.00	20,443.00	0.00	0.0%
Other NCLB / Every Student Succeeds Act	5510, 5630	8290	20,378.00	20,443.00	5,111.00	20,443.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	10,055.00	10,055.00	0.00	10,055.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	1,516,889.00	1,288,936.00	1,516,889.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>402,532.00</b>	<b>1,922,481.00</b>	<b>1,387,821.00</b>	<b>1,922,481.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Other State Apportionments								
ROC/P Entitlement Prior Years	6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	78,905.00	78,905.00	(165.80)	78,905.00	0.00	0.0%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	227,969.00	258,337.00	199,537.44	258,337.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590	34,550.00	320,085.00	240,953.13	320,085.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	376,611.00	506,141.00	145,627.00	506,141.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>718,035.00</b>	<b>1,163,468.00</b>	<b>585,951.77</b>	<b>1,163,468.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	0.00	0.00	454.69	0.00	0.00	0.0%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>454.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>1,120,567.00</b>	<b>3,085,949.00</b>	<b>1,974,227.46</b>	<b>3,085,949.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Teachers' Salaries		1100	470,451.00	530,545.00	262,513.09	532,788.00	(2,243.00)	-0.4%
Certificated Pupil Support Salaries		1200	0.00	78,057.00	35,480.05	80,789.00	(2,732.00)	-3.5%
Certificated Supervisors' and Administrators' Salaries		1300	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>472,451.00</b>	<b>610,602.00</b>	<b>297,993.14</b>	<b>615,577.00</b>	<b>(4,975.00)</b>	<b>-0.8%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Instructional Salaries		2100	142,552.00	148,863.00	81,034.35	148,863.00	0.00	0.0%
Classified Support Salaries		2200	96,770.00	97,680.00	55,742.26	97,680.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	147,346.00	147,346.00	82,791.92	149,300.00	(1,954.00)	-1.3%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>386,668.00</b>	<b>393,889.00</b>	<b>219,568.53</b>	<b>395,843.00</b>	<b>(1,954.00)</b>	<b>-0.5%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	432,283.00	454,679.00	47,227.69	455,485.00	(806.00)	-0.2%
PERS		3201-3202	76,616.00	78,006.00	44,015.34	78,411.00	(405.00)	-0.5%
OASDI/Medicare/Alternative		3301-3302	34,715.00	37,173.00	19,871.91	37,399.00	(226.00)	-0.6%
Health and Welfare Benefits		3401-3402	78,923.00	98,426.00	53,696.73	98,426.00	0.00	0.0%
Unemployment Insurance		3501-3502	883.00	974.00	234.37	985.00	(11.00)	-1.1%
Workers' Compensation		3601-3602	17,190.00	19,506.00	9,305.09	19,632.00	(126.00)	-0.6%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>640,610.00</b>	<b>688,764.00</b>	<b>174,351.13</b>	<b>690,338.00</b>	<b>(1,574.00)</b>	<b>-0.2%</b>
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	20,000.00	4,441.52	20,000.00	0.00	0.0%
Books and Other Reference Materials		4200	65,405.00	206,515.00	46,682.46	206,515.00	0.00	0.0%
Materials and Supplies		4300	91,567.00	703,691.00	197,406.87	697,279.00	6,412.00	0.9%
Noncapitalized Equipment		4400	56,152.00	695,025.00	280,283.30	692,934.00	2,091.00	0.3%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>213,124.00</b>	<b>1,625,231.00</b>	<b>528,814.15</b>	<b>1,616,728.00</b>	<b>8,503.00</b>	<b>0.5%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	9,026.00	10,551.00	0.00	10,551.00	0.00	0.0%
Dues and Memberships		5300	140.00	140.00	0.00	140.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	12,789.00	32,789.00	0.00	32,789.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	1,433.00	3,546.61	1,433.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	85,070.00	556,547.00	234,052.59	556,547.00	0.00	0.0%
Communications		5900	130.00	80,830.00	33,281.95	80,830.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>107,155.00</b>	<b>682,290.00</b>	<b>270,881.15</b>	<b>682,290.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	250,000.00	28,380.00	250,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	20,000.00	130,986.00	9,901.65	130,986.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>20,000.00</b>	<b>380,986.00</b>	<b>38,281.65</b>	<b>380,986.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,201,901.00	1,082,426.00	602,567.00	1,082,426.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments								
To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments								
To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,201,901.00</b>	<b>1,082,426.00</b>	<b>602,567.00</b>	<b>1,082,426.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs		7310	48,964.00	84,997.00	5,611.17	84,997.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>48,964.00</b>	<b>84,997.00</b>	<b>5,611.17</b>	<b>84,997.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>3,090,873.00</b>	<b>5,549,185.00</b>	<b>2,138,067.92</b>	<b>5,549,185.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	1,985,306.00	1,862,162.00	0.00	1,862,162.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>1,985,306.00</b>	<b>1,862,162.00</b>	<b>0.00</b>	<b>1,862,162.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> <b>(a - b + c - d + e)</b>			<b>1,985,306.00</b>	<b>1,862,162.00</b>	<b>0.00</b>	<b>1,862,162.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	587,593.00	602,201.00	222,881.15	670,204.00	68,003.00	11.3%
3) Other State Revenue		8300-8599	41,242.00	41,242.00	17,377.09	48,404.00	7,162.00	17.4%
4) Other Local Revenue		8600-8799	84,843.00	84,843.00	559.24	1,843.00	(83,000.00)	-97.8%
5) TOTAL, REVENUES			713,678.00	728,286.00	240,817.48	720,451.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	321,005.00	323,919.00	179,103.98	329,879.00	(5,960.00)	-1.8%
3) Employee Benefits		3000-3999	135,633.00	137,149.00	75,891.02	138,504.00	(1,355.00)	-1.0%
4) Books and Supplies		4000-4999	269,319.00	416,503.00	138,032.19	401,353.00	15,150.00	3.6%
5) Services and Other Operating Expenditures		5000-5999	16,169.00	38,169.00	11,141.81	38,169.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			742,126.00	915,740.00	404,169.00	907,905.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(28,448.00)	(187,454.00)	(163,351.52)	(187,454.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	28,448.00	28,448.00	0.00	28,448.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			28,448.00	28,448.00	0.00	28,448.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	(159,006.00)	(163,351.52)	(159,006.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	159,005.75	159,006.00		159,006.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			159,005.75	159,006.00		159,006.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			159,005.75	159,006.00		159,006.00		
2) Ending Balance, June 30 (E + F1e)			159,005.75	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	159,005.75	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2020-21 Second Interim  
Cafeteria Special Revenue Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
Child Nutrition Programs		8220	587,593.00	587,593.00	212,883.82	655,596.00	68,003.00	11.6%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	14,608.00	10,197.33	14,608.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>587,593.00</b>	<b>602,201.00</b>	<b>222,881.15</b>	<b>670,204.00</b>	<b>68,003.00</b>	<b>11.3%</b>
<b>OTHER STATE REVENUE</b>								
Child Nutrition Programs		8520	41,242.00	41,242.00	17,377.09	48,404.00	7,162.00	17.4%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>41,242.00</b>	<b>41,242.00</b>	<b>17,377.09</b>	<b>48,404.00</b>	<b>7,162.00</b>	<b>17.4%</b>
<b>OTHER LOCAL REVENUE</b>								
<b>Sales</b>								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	84,443.00	84,443.00	242.50	1,443.00	(83,000.00)	-98.3%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	400.00	400.00	316.74	400.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Fees and Contracts</b>								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Local Revenue</b>								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>84,443.00</b>	<b>84,443.00</b>	<b>559.24</b>	<b>1,843.00</b>	<b>(83,000.00)</b>	<b>-97.8%</b>
<b>TOTAL, REVENUES</b>			<b>713,678.00</b>	<b>728,286.00</b>	<b>240,817.48</b>	<b>720,451.00</b>		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	247,736.00	250,650.00	136,364.29	251,487.00	(837.00)	-0.3%
Classified Supervisors' and Administrators' Salaries		2300	73,269.00	73,269.00	42,739.69	78,392.00	(5,123.00)	-7.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>321,005.00</b>	<b>323,919.00</b>	<b>179,103.98</b>	<b>329,879.00</b>	<b>(5,960.00)</b>	<b>-1.8%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	57,078.00	56,329.00	32,935.85	59,711.00	(1,382.00)	-2.4%
OASDI/Medicare/Alternative		3301-3302	19,948.00	19,948.00	10,909.72	20,281.00	(333.00)	-1.7%
Health and Welfare Benefits		3401-3402	51,896.00	52,161.00	28,743.87	52,161.00	0.00	0.0%
Unemployment Insurance		3501-3502	289.00	289.00	72.41	199.00	90.00	31.1%
Workers' Compensation		3601-3602	6,422.00	6,422.00	3,229.17	6,152.00	270.00	4.2%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>135,633.00</b>	<b>137,149.00</b>	<b>75,891.02</b>	<b>138,504.00</b>	<b>(1,355.00)</b>	<b>-1.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	15,451.00	68,027.00	8,405.15	68,027.00	0.00	0.0%
Noncapitalized Equipment		4400	3,124.00	57,732.00	11,639.87	42,582.00	15,150.00	26.2%
Food		4700	250,744.00	290,744.00	117,987.17	290,744.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>269,319.00</b>	<b>416,503.00</b>	<b>138,032.19</b>	<b>401,353.00</b>	<b>15,150.00</b>	<b>3.6%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	1,285.00	1,285.00	187.80	1,285.00	0.00	0.0%
Dues and Memberships		5300	515.00	515.00	260.00	515.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,551.00	3,551.00	0.00	3,551.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	12,818.00	32,818.00	10,694.01	32,818.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>16,169.00</b>	<b>38,169.00</b>	<b>11,141.81</b>	<b>38,169.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CAPITAL OUTLAY</b>								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Debt Service</b>								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>								
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL EXPENDITURES</b>			<b>742,126.00</b>	<b>915,740.00</b>	<b>404,169.00</b>	<b>907,905.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund		8916	28,448.00	28,448.00	0.00	28,448.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>28,448.00</b>	<b>28,448.00</b>	<b>0.00</b>	<b>28,448.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>28,448.00</b>	<b>28,448.00</b>	<b>0.00</b>	<b>28,448.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	1.45	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	1.45	0.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			0.00	0.00	1.45	0.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	100,000.00	0.00	100,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	100,000.00	0.00	100,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	100,000.00	1.46	100,000.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,128.03	1,128.00		1,128.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,128.03	1,128.00		1,128.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,128.03	1,128.00		1,128.00		
2) Ending Balance, June 30 (E + F1e)			1,128.03	101,128.00		101,128.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
c) Committed		9740	0.00	0.00		0.00		
Stabilization Arrangements								
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments								
Bus Replacement Reserve	0000	9780	1,128.03					
Bus Replacement Reserve	0000	9780		101,128.00				
Bus Replacement Reserve	0000	9780				101,128.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER LOCAL REVENUE</b>								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8650	0.00	0.00	1.46	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>1.46</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>0.00</b>	<b>0.00</b>	<b>1.46</b>	<b>0.00</b>		
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	0.00	100,000.00	0.00	100,000.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8955	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	20,000.00	15,000.00	(1,673.39)	15,000.00	0.00	0.0%
5) TOTAL REVENUES			20,000.00	15,000.00	(1,673.39)	15,000.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	3,307,910.00	850,220.74	3,307,910.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	3,307,910.00	850,220.74	3,307,910.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			20,000.00	(3,292,910.00)	(851,894.13)	(3,292,910.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	1,640,446.00	0.00	1,640,446.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	1,640,446.00	0.00	1,640,446.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			20,000.00	(1,652,464.00)	(851,894.13)	(1,652,464.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	1,652,463.72	1,652,464.00		1,652,464.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,652,463.72	1,652,464.00		1,652,464.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,652,463.72	1,652,464.00		1,652,464.00		
2) Ending Balance, June 30 (E + F1e)			1,672,463.72	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	1,672,463.72	0.00		0.00		
Building/Bond Fund Reserve	0000	9780	1,672,463.72					
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	20,000.00	15,000.00	(1,673.39)	15,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>20,000.00</b>	<b>15,000.00</b>	<b>(1,673.39)</b>	<b>15,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>20,000.00</b>	<b>15,000.00</b>	<b>(1,673.39)</b>	<b>15,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	3,307,910.00	850,220.74	3,307,910.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>0.00</b>	<b>3,307,910.00</b>	<b>850,220.74</b>	<b>3,307,910.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
<b>Other Transfers Out</b>								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Debt Service</b>								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>0.00</b>	<b>3,307,910.00</b>	<b>850,220.74</b>	<b>3,307,910.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	1,640,446.00	0.00	1,640,446.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>1,640,446.00</b>	<b>0.00</b>	<b>1,640,446.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>1,640,446.00</b>	<b>0.00</b>	<b>1,640,446.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	93,500.00	88,500.00	31,092.83	88,500.00	0.00	0.0%
5) TOTAL, REVENUES			93,500.00	88,500.00	31,092.83	88,500.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	3,000.00	3,000.00	0.00	3,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	32,500.00	52,500.00	14,562.50	52,500.00	0.00	0.0%
6) Capital Outlay		6000-6999	58,000.00	653,921.00	104,140.34	653,921.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			93,500.00	719,421.00	118,702.84	719,421.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES. (A5 - B9)</b>			0.00	(630,921.00)	(87,610.01)	(630,921.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	(630,921.00)	(87,610.01)	(630,921.00)		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	630,921.36	630,921.00		630,921.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			630,921.36	630,921.00		630,921.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			630,921.36	630,921.00		630,921.00		
2) Ending Balance, June 30 (E + F1e)			630,921.36	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			630,921.36	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/in-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFE Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFE Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	8,500.00	3,500.00	681.62	3,500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	85,000.00	85,000.00	30,411.21	85,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>93,500.00</b>	<b>88,500.00</b>	<b>31,092.83</b>	<b>88,500.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>93,500.00</b>	<b>88,500.00</b>	<b>31,092.83</b>	<b>88,500.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CERTIFICATED SALARIES</b>								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CERTIFICATED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2800	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			0.00	0.00	0.00	0.00	0.00	0.0%
<b>BOOKS AND SUPPLIES</b>								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	3,000.00	3,000.00	0.00	3,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			3,000.00	3,000.00	0.00	3,000.00	0.00	0.0%
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	32,500.00	52,500.00	14,562.50	52,500.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			32,500.00	52,500.00	14,562.50	52,500.00	0.00	0.0%



Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and improvements of Buildings		6200	58,000.00	663,921.00	104,140.34	663,921.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>58,000.00</b>	<b>663,921.00</b>	<b>104,140.34</b>	<b>663,921.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>93,500.00</b>	<b>719,421.00</b>	<b>118,702.84</b>	<b>719,421.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
<b>Proceeds</b>								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
<b>Other Sources</b>								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	0.00	0.00	(345.86)	0.00	0.00	0.0%
5) TOTAL, REVENUES			0.00	0.00	(345.86)	0.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			100,000.00	100,000.00	0.00	100,000.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			(100,000.00)	(100,000.00)	(345.86)	(100,000.00)		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			100,000.00	100,000.00	0.00	100,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			0.00	0.00	(345.86)	0.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	496.10	496.00		496.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			496.10	496.00		496.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			496.10	496.00		496.00		
2) Ending Balance, June 30 (E + F1e)			496.10	496.00		496.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments			0.00	0.00		0.00		
d) Assigned								
Other Assignments			496.10	496.00		496.00		
Capital Projects Reserve	0000	9780	496.10					
Capital Projects Reserve	0000	9780		496.00				
Capital Projects Reserve	0000	9780				496.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount			0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8280	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
Other Local Revenue								
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	(345.86)	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>(345.86)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>0.00</b>	<b>0.00</b>	<b>(345.86)</b>	<b>0.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CLASSIFIED SALARIES</b>								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CLASSIFIED SALARIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>EMPLOYEE BENEFITS</b>								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, EMPLOYEE BENEFITS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>BOOKS AND SUPPLIES</b>								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, BOOKS AND SUPPLIES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>SERVICES AND OTHER OPERATING EXPENDITURES</b>								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>CAPITAL OUTLAY</b>								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, CAPITAL OUTLAY</b>			<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
From: General Fund/CSSF		8912	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	100,000.00	100,000.00	0.00	100,000.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund/CSSF		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Proceeds								
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)</b>			<b>100,000.00</b>	<b>100,000.00</b>	<b>0.00</b>	<b>100,000.00</b>		



2020-21 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>A. REVENUES</b>								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	5,766.00	5,766.00	1,924.48	5,766.00	0.00	0.0%
4) Other Local Revenue		8600-8799	1,180,078.00	1,180,078.00	495,103.88	1,180,078.00	0.00	0.0%
5) TOTAL REVENUES			1,185,844.00	1,185,844.00	497,028.36	1,185,844.00		
<b>B. EXPENDITURES</b>								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,164,023.00	1,164,023.00	1,164,022.52	1,164,023.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			1,164,023.00	1,164,023.00	1,164,022.52	1,164,023.00		
<b>C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)</b>			21,821.00	21,821.00	(666,994.16)	21,821.00		
<b>D. OTHER FINANCING SOURCES/USES</b>								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	450.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	(450.00)	0.00		

2020-21 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)</b>			21,821.00	21,821.00	(667,444.16)	21,821.00		
<b>F. FUND BALANCE, RESERVES</b>								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9781	2,235,319.79	2,235,320.00		2,235,320.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,235,319.79	2,235,320.00		2,235,320.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,235,319.79	2,235,320.00		2,235,320.00		
2) Ending Balance, June 30 (E + F1e)			2,257,140.79	2,257,141.00		2,257,141.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Items		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	2,257,140.79	2,257,141.00		2,257,141.00		
Bond Fund Reserve	0000	9780	2,257,140.79					
Bond Fund Reserve	0000	9780		2,257,141.00				
Bond Fund Reserve	0000	9780				2,257,141.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2020-21 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>FEDERAL REVENUE</b>								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, FEDERAL REVENUE</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER STATE REVENUE</b>								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	5,766.00	5,766.00	1,924.48	5,766.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER STATE REVENUE</b>			<b>5,766.00</b>	<b>5,766.00</b>	<b>1,924.48</b>	<b>5,766.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER LOCAL REVENUE</b>								
County and District Taxes Voted Indebtedness Levies								
Secured Roll		8611	1,008,551.00	1,008,551.00	360,708.21	1,008,551.00	0.00	0.0%
Unsecured Roll		8612	72,570.00	72,570.00	116,430.06	72,570.00	0.00	0.0%
Prior Years' Taxes		8613	169.00	169.00	0.00	169.00	0.00	0.0%
Supplemental Taxes		8614	64,160.00	64,160.00	17,212.28	64,160.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	34,628.00	34,628.00	753.33	34,628.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER LOCAL REVENUE</b>			<b>1,180,078.00</b>	<b>1,180,078.00</b>	<b>495,103.88</b>	<b>1,180,078.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, REVENUES</b>			<b>1,185,844.00</b>	<b>1,185,844.00</b>	<b>497,028.36</b>	<b>1,185,844.00</b>		
<b>OTHER OUTGO (excluding Transfers of Indirect Costs)</b>								
Debt Service								
Bond Redemptions		7433	550,000.00	550,000.00	550,000.00	550,000.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	614,023.00	614,023.00	614,022.52	614,023.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
<b>TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)</b>			<b>1,164,023.00</b>	<b>1,164,023.00</b>	<b>1,164,022.52</b>	<b>1,164,023.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, EXPENDITURES</b>			<b>1,164,023.00</b>	<b>1,164,023.00</b>	<b>1,164,022.52</b>	<b>1,164,023.00</b>		

2020-21 Second Interim  
Bond Interest and Redemption Fund  
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
<b>INTERFUND TRANSFERS</b>								
<b>INTERFUND TRANSFERS IN</b>								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(a) TOTAL, INTERFUND TRANSFERS IN</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>INTERFUND TRANSFERS OUT</b>								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(b) TOTAL, INTERFUND TRANSFERS OUT</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>OTHER SOURCES/USES</b>								
<b>SOURCES</b>								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(c) TOTAL, SOURCES</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>USES</b>								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	450.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(d) TOTAL, USES</b>			<b>0.00</b>	<b>0.00</b>	<b>450.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>CONTRIBUTIONS</b>								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
<b>(e) TOTAL, CONTRIBUTIONS</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.0%</b>
<b>TOTAL, OTHER FINANCING SOURCES/USES</b> (a - b + c - d + e)			<b>0.00</b>	<b>0.00</b>	<b>(450.00)</b>	<b>0.00</b>		

Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
<b>A. DISTRICT</b>						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	1,400.48	1,400.48	1,400.48	1,400.48	0.00	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	1,400.48	1,400.48	1,400.48	1,400.48	0.00	0%
5. District Funded County Program ADA						
a. County Community Schools	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	4.50	4.50	4.50	4.50	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year	0.00	0.00	0.00	0.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools	0.00	0.00	0.00	0.00	0.00	0%
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]	0.00	0.00	0.00	0.00	0.00	0%
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	4.50	4.50	4.50	4.50	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	1,404.98	1,404.98	1,404.98	1,404.98	0.00	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

	Object	Beginning Balances (Ref. Only)	July	August	September	October	November	December	January	February	
ACTUALS THROUGH THE MONTH OF (Enter Month Name):											
January											
<b>A. BEGINNING CASH</b>			8,084,526.38	9,371,586.11	9,160,351.61	11,273,380.86	11,370,323.56	10,431,435.75	11,754,959.01	11,476,769.11	
<b>B. RECEIPTS</b>											
LCFF/Revenue Limit Sources											
	8010-8019		1,206,169.00	1,206,169.00	1,941,051.00	1,206,169.00		734,882.00	482,467.00	353,814.00	
	8020-8079			38,724.56		22,954.45	313,672.51	1,620,626.97	26,184.00	479,217.71	
	8080-8099										
	8100-8299				1,269,641.00	98,885.00	5,960.42	18,976.00	319.00	125,658.00	
	8300-8599		80.66	62,189.00	132,019.00		242,241.30	181,527.50	356,851.00	68,954.00	
	8600-8799		(30,475.53)	3,487.10	1,783.64	510,895.13	15,232.21		59,157.00	23,201.87	
	8910-8929										
	8930-8979										
<b>TOTAL RECEIPTS</b>			1,175,774.13	1,310,569.66	3,344,494.64	1,838,903.58	577,106.44	2,556,012.47	924,978.00	1,050,845.58	
<b>C. DISBURSEMENTS</b>											
	1000-1999		44,237.10	577,420.56	588,958.75	587,445.00	599,241.39	600,672.89	610,044.97	846,846.99	
	2000-2999		78,782.48	162,738.77	166,286.55	161,052.57	162,011.31	167,291.06	170,927.08	189,806.15	
	3000-3999		53,731.33	263,891.41	273,903.85	246,679.67	258,009.95	278,284.95	288,225.89	306,236.13	
	4000-4999		19,221.08	47,165.17	94,223.26	152,529.48	106,064.37	235,691.20	59,711.48	245,563.84	
	5000-5999		395,107.80	113,938.28	87,606.13	127,010.59	48,863.92	118,365.05	253,004.88	73,302.45	
	6000-6599			399,774.34	3,980.00	166,070.83	135,191.59	11,340.00	12,750.00	12,225.60	
	7000-7499		421,797.00			180,770.00					
	7600-7629									100,000.00	
	7630-7699										
<b>TOTAL DISBURSEMENTS</b>			1,012,876.79	1,564,928.53	1,214,958.54	1,621,558.14	1,309,382.53	1,411,645.15	1,394,664.30	1,773,981.16	
<b>D. BALANCE SHEET ITEMS</b>											
<u>Assets and Deferred Outflows</u>											
	9111-9199	33,694.10	33,694.10								
	9200-9299	1,561,899.85	1,374,782.91	82,200.36	257.20	92,544.32	3,007.00	9,108.06			
	9310	154.18					154.18				
	9320										
	9330	29,147.33	29,147.33								
	9340										
	9490										
<b>SUBTOTAL</b>			1,624,895.46	1,437,624.34	82,200.36	257.20	92,544.32	3,161.18	9,108.06	0.00	
<u>Liabilities and Deferred Inflows</u>											
	9500-9599	227,502.35	313,461.95	39,075.99	16,764.05	28,398.76	191,345.88	(170,047.88)	(191,496.40)		
	9610	18,427.02					18,427.02				
	9640										
	9650	184,548.30				184,548.30					
	9690										
<b>SUBTOTAL</b>			430,477.67	313,461.95	39,075.99	16,764.05	212,947.06	209,772.90	(170,047.88)	(191,496.40)	
<u>Nonoperating</u>											
	9910										
<b>TOTAL BALANCE SHEET ITEMS</b>			1,194,417.79	1,124,162.39	43,124.37	(16,506.85)	(120,402.74)	(206,611.72)	179,155.94	191,496.40	0.00
<b>E. NET INCREASE/DECREASE (B - C + D)</b>			1,287,059.73	(211,234.50)	2,113,029.25	96,942.70	(938,887.81)	1,323,523.26	(278,189.90)	(723,135.58)	
<b>F. ENDING CASH (A + E)</b>			9,371,586.11	9,160,351.61	11,273,380.86	11,370,323.56	10,431,435.75	11,754,959.01	11,476,769.11	10,753,633.53	
<b>G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS</b>											

	Object	March	April	May	June	Accruals	Adjustments	TOTAL	BUDGET
ACTUALS THROUGH THE MONTH OF (Enter Month Name):	January								
A. BEGINNING CASH		10,753,633.53	9,298,935.57	8,915,933.54	7,152,321.28				
B. RECEIPTS									
LCFF/Revenue Limit Sources									
Principal Apportionment	8010-8019	317,965.00	197,205.00	197,205.00	0.00	3,106,875.00		10,949,971.00	10,949,971.00
Property Taxes	8020-8079	168.00	1,316,642.80	212,551.00	200,251.00			4,230,993.00	4,230,993.00
Miscellaneous Funds	8080-8099							0.00	0.00
Federal Revenue	8100-8299	140,551.00	100,558.00	28,743.58	133,189.00			1,922,481.00	1,922,481.00
Other State Revenue	8300-8599	75,115.00	150,554.00	51,547.00	127,464.54			1,448,543.00	1,448,543.00
Other Local Revenue	8600-8799		64,570.13		39,839.45			687,691.00	687,691.00
Interfund Transfers In	8910-8929							0.00	0.00
All Other Financing Sources	8930-8979							0.00	0.00
TOTAL RECEIPTS		533,799.00	1,829,529.93	490,046.58	500,743.99	3,106,875.00	0.00	19,239,679.00	19,239,679.00
C. DISBURSEMENTS									
Certificated Salaries	1000-1999	650,519.00	650,519.00	680,519.20	670,365.11	201,897.04		7,308,687.00	7,308,687.00
Classified Salaries	2000-2999	179,211.00	179,211.00	179,211.00	191,131.26	46,013.77		2,033,674.00	2,033,674.00
Employee Benefits	3000-3999	392,476.96	392,476.96	392,476.96	392,476.94	31,548.00		3,570,419.00	3,570,419.00
Books and Supplies	4000-4999	552,451.00	511,741.00	585,451.00	601,243.12			3,211,056.00	3,211,056.00
Services	5000-5999	98,154.00	478,584.00	358,683.44	510,178.46			2,662,799.00	2,662,799.00
Capital Outlay	6000-6599	115,685.00		57,317.24	329,681.40			1,244,016.00	1,244,016.00
Other Outgo	7000-7499				479,859.00			1,082,426.00	1,082,426.00
Interfund Transfers Out	7600-7629				128,448.00			228,448.00	228,448.00
All Other Financing Uses	7630-7699							0.00	0.00
TOTAL DISBURSEMENTS		1,988,496.96	2,212,531.96	2,253,658.84	3,303,383.29	279,458.81	0.00	21,341,525.00	21,341,525.00
D. BALANCE SHEET ITEMS									
Assets and Deferred Outflows									
Cash Not In Treasury	9111-9199							33,694.10	
Accounts Receivable	9200-9299							1,561,899.85	
Due From Other Funds	9310							154.18	
Stores	9320							0.00	
Prepaid Expenditures	9330							29,147.33	
Other Current Assets	9340							0.00	
Deferred Outflows of Resources	9490							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	1,624,895.46	
Liabilities and Deferred Inflows									
Accounts Payable	9500-9599							227,502.35	
Due To Other Funds	9610							18,427.02	
Current Loans	9640							0.00	
Unearned Revenues	9650							184,548.30	
Deferred Inflows of Resources	9690							0.00	
SUBTOTAL		0.00	0.00	0.00	0.00	0.00	0.00	430,477.67	
Nonoperating									
Suspense Clearing	9910							0.00	
TOTAL BALANCE SHEET ITEMS		0.00	0.00	0.00	0.00	0.00	0.00	1,194,417.79	
E. NET INCREASE/DECREASE (B - C + D)		(1,454,697.96)	(383,002.03)	(1,763,612.26)	(2,802,639.30)	2,827,416.19	0.00	(907,428.21)	(2,101,846.00)
F. ENDING CASH (A + E)		9,298,935.57	8,915,933.54	7,152,321.28	4,349,681.98				
G. ENDING CASH, PLUS CASH ACCRUALS AND ADJUSTMENTS								7,177,098.17	

Section I - Expenditures	Funds 01, 09, and 62			2020-21 Expenditures
	Goals	Functions	Objects	
A. Total state, federal, and local expenditures (all resources)	All	All	1000-7999	21,341,525.00
B. Less all federal expenditures not allowed for MOE (Resources 3000-5999, except 3385)	All	All	1000-7999	2,079,344.00
C. Less state and local expenditures not allowed for MOE: (All resources, except federal as identified in Line B)				
1. Community Services	All	5000-5999	1000-7999	12,698.00
2. Capital Outlay	All except 7100-7199	All except 5000-5999	6000-6999	994,016.00
3. Debt Service	All	9100	5400-5450, 5800, 7430- 7439	0.00
4. Other Transfers Out	All	9200	7200-7299	0.00
5. Interfund Transfers Out	All	9300	7600-7629	228,448.00
6. All Other Financing Uses	All	9100	7699	0.00
		9200	7651	
7. Nonagency	7100-7199	All except 5000-5999, 9000-9999	1000-7999	0.00
8. Tuition (Revenue, in lieu of expenditures, to approximate costs of services for which tuition is received)	All	All	8710	0.00
9. Supplemental expenditures made as a result of a Presidentially declared disaster	Manually entered. Must not include expenditures in lines B, C1-C8, D1, or D2.			
10. Total state and local expenditures not allowed for MOE calculation (Sum lines C1 through C9)				1,235,162.00
D. Plus additional MOE expenditures:			1000-7143, 7300-7439 minus 8000-8699	
1. Expenditures to cover deficits for food services (Funds 13 and 61) (If negative, then zero)	All	All		187,454.00
2. Expenditures to cover deficits for student body activities	Manually entered. Must not include expenditures in lines A or D1.			
E. Total expenditures subject to MOE (Line A minus lines B and C10, plus lines D1 and D2)				18,214,473.00



Section II - Expenditures Per ADA		2020-21 Annual ADA/ Exps. Per ADA
A. Average Daily Attendance (Form AI, Column C, sum of lines A6 and C9)*		1,404.98
B. Expenditures per ADA (Line I.E divided by Line II.A)		12,964.22
Section III - MOE Calculation (For data collection only. Final determination will be done by CDE)		
	Total	Per ADA
A. Base expenditures (Preloaded expenditures extracted from prior year Unaudited Actuals MOE calculation). (Note: If the prior year MOE was not met, in its final determination, CDE will adjust the prior year base to 90 percent of the preceding prior year amount rather than the actual prior year expenditure amount.)	15,641,594.00	11,131.86
1. Adjustment to base expenditure and expenditure per ADA amounts for LEAs failing prior year MOE calculation (From Section IV)	0.00	0.00
2. Total adjusted base expenditure amounts (Line A plus Line A.1)	15,641,594.00	11,131.86
B. Required effort (Line A.2 times 90%)	14,077,434.60	10,018.67
C. Current year expenditures (Line I.E and Line II.B)	18,214,473.00	12,964.22
D. MOE deficiency amount, if any (Line B minus Line C) (If negative, then zero)	0.00	0.00
E. MOE determination (If one or both of the amounts in line D are zero, the MOE requirement is met; if both amounts are positive, the MOE requirement is not met. If either column in Line A.2 or Line C equals zero, the MOE calculation is incomplete.)	MOE Met	
F. MOE deficiency percentage, if MOE not met; otherwise, zero (Line D divided by Line B) (Funding under ESSA covered programs in FY 2022-23 may be reduced by the lower of the two percentages)	0.00%	0.00%

\*Interim Periods - Annual ADA not available from Form AI. For your convenience, Projected Year Totals Estimated P-2 ADA is extracted. Manual adjustment may be required to reflect estimated Annual ADA.

<b>SECTION IV - Detail of Adjustments to Base Expenditures (used in Section III, Line A.1)</b>		
<b>Description of Adjustments</b>	<b>Total Expenditures</b>	<b>Expenditures Per ADA</b>
<b>Total adjustments to base expenditures</b>	<b>0.00</b>	<b>0.00</b>

**Part I - General Administrative Share of Plant Services Costs**

California's indirect cost plan allows that the general administrative costs in the indirect cost pool may include that portion of plant services costs (maintenance and operations costs and facilities rents and leases costs) attributable to the general administrative offices. The calculation of the plant services costs attributed to general administration and included in the pool is standardized and automated using the percentage of salaries and benefits relating to general administration as proxy for the percentage of square footage occupied by general administration.

**A. Salaries and Benefits - Other General Administration and Centralized Data Processing**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 7200-7700, goals 0000 and 9000) 570,240.00
- 2. Contracted general administrative positions not paid through payroll
  - a. Enter the costs, if any, of general administrative positions performing services ON SITE but paid through a contract, rather than through payroll, in functions 7200-7700, goals 0000 and 9000, Object 5800. \_\_\_\_\_
  - b. If an amount is entered on Line A2a, provide the title, duties, and approximate FTE of each general administrative position paid through a contract. Retain supporting documentation in case of audit.

**B. Salaries and Benefits - All Other Activities**

- 1. Salaries and benefits paid through payroll (Funds 01, 09, and 62, objects 1000-3999 except 3701-3702)  
(Functions 1000-6999, 7100-7180, & 8100-8400; Functions 7200-7700, all goals except 0000 & 9000) 12,342,540.00

**C. Percentage of Plant Services Costs Attributable to General Administration**

- (Line A1 plus Line A2a, divided by Line B1; zero if negative) (See Part III, Lines A5 and A6) 4.62%

**Part II - Adjustments for Employment Separation Costs**

When an employee separates from service, the local educational agency (LEA) may incur costs associated with the separation in addition to the employee's regular salary and benefits for the final pay period. These additional costs can be categorized as "normal" or "abnormal or mass" separation costs.

Normal separation costs include items such as pay for accumulated unused leave or routine severance pay authorized by governing board policy. Normal separation costs are not allowable as direct costs to federal programs, but are allowable as indirect costs. State programs may have similar restrictions. Where federal or state program guidelines required that the LEA charge an employee's normal separation costs to an unrestricted resource rather than to the restricted program in which the employee worked, the LEA may identify and enter these costs on Line A for inclusion in the indirect cost pool.

Abnormal or mass separation costs are those costs resulting from actions taken by an LEA to influence employees to terminate their employment earlier than they normally would have. Abnormal or mass separation costs include retirement incentives such as a Golden Handshake or severance packages negotiated to effect termination. Abnormal or mass separation costs may not be charged to federal programs as either direct costs or indirect costs. Where an LEA paid abnormal or mass separation costs on behalf of positions in general administrative functions included in the indirect cost pool, the LEA must identify and enter these costs on Line B for exclusion from the pool.

**A. Normal Separation Costs (optional)**

Enter any normal separation costs paid on behalf of employees of restricted state or federal programs that were charged to an unrestricted resource (0000-1999) in funds 01, 09, and 62 with functions 1000-6999 or 8100-8400 rather than to the restricted program. These costs will be moved in Part III from base costs to the indirect cost pool. \_\_\_\_\_  
Retain supporting documentation.

**B. Abnormal or Mass Separation Costs (required)**

Enter any abnormal or mass separation costs paid on behalf of general administrative positions charged to unrestricted resources (0000-1999) in funds 01, 09, and 62 with functions 7200-7700. These costs will be moved in Part III from the indirect cost pool to base costs. If none, enter zero. 0.00

**Part III - Indirect Cost Rate Calculation (Funds 01, 09, and 62, unless indicated otherwise)**

**A. Indirect Costs**

1. Other General Administration, less portion charged to restricted resources or specific goals (Functions 7200-7600, objects 1000-5999, minus Line B9)	724,627.00
2. Centralized Data Processing, less portion charged to restricted resources or specific goals (Function 7700, objects 1000-5999, minus Line B10)	405,212.00
3. External Financial Audit - Single Audit (Function 7190, resources 0000-1999, goals 0000 and 9000, objects 5000-5999)	28,600.00
4. Staff Relations and Negotiations (Function 7120, resources 0000-1999, goals 0000 and 9000, objects 1000-5999)	0.00
5. Plant Maintenance and Operations (portion relating to general administrative offices only) (Functions 8100-8400, objects 1000-5999 except 5100, times Part I, Line C)	113,325.97
6. Facilities Rents and Leases (portion relating to general administrative offices only) (Function 8700, resources 0000-1999, objects 1000-5999 except 5100, times Part I, Line C)	304.92
7. Adjustment for Employment Separation Costs	
a. Plus: Normal Separation Costs (Part II, Line A)	0.00
b. Less: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
8. Total Indirect Costs (Lines A1 through A7a, minus Line A7b)	1,272,069.89
9. Carry-Forward Adjustment (Part IV, Line F)	(46,731.18)
10. Total Adjusted Indirect Costs (Line A8 plus Line A9)	1,225,338.71

**B. Base Costs**

1. Instruction (Functions 1000-1999, objects 1000-5999 except 5100)	12,067,852.00
2. Instruction-Related Services (Functions 2000-2999, objects 1000-5999 except 5100)	1,283,071.00
3. Pupil Services (Functions 3000-3999, objects 1000-5999 except 4700 and 5100)	1,050,470.00
4. Ancillary Services (Functions 4000-4999, objects 1000-5999 except 5100)	254,142.00
5. Community Services (Functions 5000-5999, objects 1000-5999 except 5100)	12,698.00
6. Enterprise (Function 6000, objects 1000-5999 except 4700 and 5100)	7,206.00
7. Board and Superintendent (Functions 7100-7180, objects 1000-5999, minus Part III, Line A4)	491,031.00
8. External Financial Audit - Single Audit and Other (Functions 7190-7191, objects 5000-5999, minus Part III, Line A3)	0.00
9. Other General Administration (portion charged to restricted resources or specific goals only) (Functions 7200-7600, resources 2000-9999, objects 1000-5999; Functions 7200-7600, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	0.00
10. Centralized Data Processing (portion charged to restricted resources or specific goals only) (Function 7700, resources 2000-9999, objects 1000-5999; Function 7700, resources 0000-1999, all goals except 0000 and 9000, objects 1000-5999)	2,183.00
11. Plant Maintenance and Operations (all except portion relating to general administrative offices) (Functions 8100-8400, objects 1000-5999 except 5100, minus Part III, Line A5)	2,339,617.03
12. Facilities Rents and Leases (all except portion relating to general administrative offices) (Function 8700, objects 1000-5999 except 5100, minus Part III, Line A6)	6,295.08
13. Adjustment for Employment Separation Costs	
a. Less: Normal Separation Costs (Part II, Line A)	0.00
b. Plus: Abnormal or Mass Separation Costs (Part II, Line B)	0.00
14. Student Activity (Fund 08, functions 4000-5999, objects 1000-5999 except 5100)	0.00
15. Adult Education (Fund 11, functions 1000-6999, 8100-8400, and 8700, objects 1000-5999 except 5100)	0.00
16. Child Development (Fund 12, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
17. Cafeteria (Funds 13 & 61, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	617,161.00
18. Foundation (Funds 19 & 57, functions 1000-6999, 8100-8400 & 8700, objects 1000-5999 except 4700 & 5100)	0.00
19. Total Base Costs (Lines B1 through B12 and Lines B13b through B18, minus Line B13a)	18,131,726.11

**C. Straight Indirect Cost Percentage Before Carry-Forward Adjustment**  
(For information only - not for use when claiming/recovering indirect costs)  
(Line A8 divided by Line B19)

7.02%

**D. Preliminary Proposed Indirect Cost Rate**

(For final approved fixed-with-carry-forward rate for use in 2022-23 see [www.cde.ca.gov/fg/ac/ic](http://www.cde.ca.gov/fg/ac/ic))

(Line A10 divided by Line B19)

6.76%

**Part IV - Carry-forward Adjustment**

The carry-forward adjustment is an after-the-fact adjustment for the difference between indirect costs recoverable using the indirect cost rate approved for use in a given year, and the actual indirect costs incurred in that year. The carry-forward adjustment eliminates the need for LEAs to file amended federal reports when their actual indirect costs vary from the estimated indirect costs on which the approved rate was based.

Where the ratio of indirect costs incurred in the current year is less than the estimated ratio of indirect costs on which the approved rate for use in the current year was based, the carry-forward adjustment is limited by using either the approved rate times current year base costs, or the highest rate actually used to recover costs from any program times current year base costs, if the highest rate used was less than the approved rate. Rates used to recover costs from programs are displayed in Exhibit A.

<b>A. Indirect costs incurred in the current year (Part III, Line A8)</b>	<u>1,272,069.89</u>
<b>B. Carry-forward adjustment from prior year(s)</b>	
1. Carry-forward adjustment from the second prior year	<u>113,605.29</u>
2. Carry-forward adjustment amount deferred from prior year(s), if any	<u>0.00</u>
<b>C. Carry-forward adjustment for under- or over-recovery in the current year</b>	
1. Under-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus (approved indirect cost rate (7.9%) times Part III, Line B19); zero if negative	<u>0.00</u>
2. Over-recovery: Part III, Line A8, plus carry-forward adjustment from prior years, minus the lesser of (approved indirect cost rate (7.9%) times Part III, Line B19) or (the highest rate used to recover costs from any program (7.9%) times Part III, Line B19); zero if positive	<u>(46,731.18)</u>
<b>D. Preliminary carry-forward adjustment (Line C1 or C2)</b>	<u>(46,731.18)</u>
<b>E. Optional allocation of negative carry-forward adjustment over more than one year</b>	
<p>Where a negative carry-forward adjustment causes the proposed approved rate to fall below zero or would reduce the rate at which the LEA could recover indirect costs to such an extent that it would cause the LEA significant fiscal harm, the LEA may request that the carry-forward adjustment be allocated over more than one year. Where allocation of a negative carry-forward adjustment over more than one year does not resolve a negative rate, the CDE will work with the LEA on a case-by-case basis to establish an approved rate.</p>	
Option 1. Preliminary proposed approved rate (Part III, Line D) if entire negative carry-forward adjustment is applied to the current year calculation:	<u>6.76%</u>
Option 2. Preliminary proposed approved rate (Part III, Line D) if one-half of negative carry-forward adjustment (\$-23,365.59) is applied to the current year calculation and the remainder (\$-23,365.59) is deferred to one or more future years:	<u>6.89%</u>
Option 3. Preliminary proposed approved rate (Part III, Line D) if one-third of negative carry-forward adjustment (\$-15,577.06) is applied to the current year calculation and the remainder (\$-31,154.12) is deferred to one or more future years:	<u>6.93%</u>
LEA request for Option 1, Option 2, or Option 3	<u>1</u>
<b>F. Carry-forward adjustment used in Part III, Line A9 (Line D minus amount deferred if Option 2 or Option 3 is selected)</b>	<u>(46,731.18)</u>

Second Interim  
2020-21 Projected Year Totals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
011 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	228,448.00		
Fund Reconciliation								
081 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
091 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
101 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
111 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
121 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
131 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					28,448.00	0.00		
Fund Reconciliation								
141 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
151 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
171 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					100,000.00	0.00		
Fund Reconciliation								
181 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
191 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
201 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
211 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					1,540,446.00	0.00		
Fund Reconciliation								
251 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
301 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
351 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	1,640,446.00		
Fund Reconciliation								
401 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					100,000.00	0.00		
Fund Reconciliation								
491 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
511 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
521 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
531 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
561 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
571 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail								
Fund Reconciliation						0.00		

Second Interim  
2020-21 Projected Year Totals  
SUMMARY OF INTERFUND ACTIVITIES  
FOR ALL FUNDS

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
611 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
621 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
631 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
661 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
671 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
711 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
731 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
761 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
951 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
<b>TOTALS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,868,894.00</b>	<b>1,868,894.00</b>		

**Pierce Joint Unified School District**

**2020/21**

**2nd Interim**

**Unrestricted/Restricted**

**MULTIPLE YEAR PROJECTION - March 11, 2021**

<b>INCOME</b>	<b><u>20/21</u></b>	<b><u>21/22</u></b>	<b><u>22/23</u></b>
8011-8089 LCFF SOURCES	13,907,978	14,331,899	14,339,030
8012 EPA-EDUCATION PROTECTION ACT	1,272,986	1,267,306	1,226,726
8019 PRIOR YEAR ADJUSTMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LCFF SOURCES</i>	15,180,964	15,599,205	15,565,756
<i>TOTAL FEDERAL REVENUE</i>	1,922,481	402,532	402,532
STATE REVENUES			
8311 STATE APPORTIONMENT PROGRAMS	0	0	0
8550 MANDATED COSTS	57,842	57,553	57,265
8560 LOTTERY	302,438	300,926	299,421
8590 OTHER STATE	<u>1,088,263</u>	<u>642,830</u>	<u>642,830</u>
<i>TOTAL STATE REVENUE</i>	1,448,543	1,001,309	999,516
OTHER LOCAL REVENUES			
8650 LEASES AND RENTALS	27,300	27,300	27,300
8660 INTEREST	135,000	121,500	115,425
8677 INTERAGENCY REVENUES	0	0	0
8699 OTHER LOCAL INCOME	525,391	100,800	102,816
8782 OTHER TRANSFERS FROM COUNTY	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LOCAL REVENUES</i>	687,691	249,600	245,541
<b>TOTAL REVENUES</b>	<b>19,239,679</b>	<b>17,252,646</b>	<b>17,213,345</b>
8912-8919 INTERFUND TRANSFERS IN	0	0	0
<b>TOTAL REVENUES AND TRANSFERS IN</b>	<b>19,239,679</b>	<b>17,252,646</b>	<b>17,213,345</b>
<b>EXPENDITURES</b>			
1100 TEACHER'S SALARIES	6,063,966	5,986,086	6,103,648
1200 PUPIL SUPPORT SALARIES	398,732	392,953	400,812
1300 SUPERVISOR/ADMIN. SALARIES	785,633	774,519	790,009
1900 OTHER CERTIFICATED SALARIES	<u>60,356</u>	<u>59,766</u>	<u>60,961</u>
<i>TOTAL CERTIFICATED</i>	7,308,687	7,213,324	7,355,430
2100 INSTRUCTIONAL AIDES	237,444	242,193	247,037
2200 CLASSIFIED SUPPORT	749,953	764,952	780,251
2300 CLASSIFIED ADMINISTRATORS	416,688	414,613	422,905
2400 CLERICAL AND OFFICE	490,716	492,989	502,849
2900 OTHER CLASSIFIED SALARIES	<u>138,873</u>	<u>141,650</u>	<u>144,483</u>
<i>TOTAL CLASSIFIED</i>	2,033,674	2,056,397	2,097,525
<i>TOTAL SALARIES</i>	<i>9,342,361</i>	<i>9,269,721</i>	<i>9,452,955</i>
3100 STRS	1,533,042	1,511,553	1,687,311
3200 PERS	385,261	469,681	534,869
3300 SOCIAL SECURITY/MEDICARE	244,606	244,628	249,521
3400 HEALTH	1,214,965	1,214,965	1,214,965
<b>EXPENDITURES (Continued)</b>	<b><u>20/21</u></b>	<b><u>21/22</u></b>	<b><u>22/23</u></b>
3500 UNEMPLOYMENT INSURANCE	9,084	8,962	9,141
3600 WORKER'S COMPENSATION	183,461	182,606	186,258
3900 OTHER BENEFITS	<u>0</u>	<u>0</u>	<u>0</u>



<i>TOTAL BENEFITS</i>	3,570,419	3,632,395	3,882,065
4100 TEXTBOOKS	498,795	106,543	108,802
4200 OTHER BOOKS	246,128	79,997	81,693
4300 INSTRUCTIONAL SUPPLIES	1,337,579	501,822	512,461
4400 NON CAPITALIZED EQUIPMENT	<u>1,128,554</u>	<u>356,908</u>	<u>364,474</u>
<i>TOTAL BOOKS AND SUPPLIES</i>	3,211,056	1,045,270	1,067,430
5200 TRAVEL AND CONFERENCE	93,941	77,473	79,115
5300 DUES AND MEMBERSHIPS	21,443	21,957	22,422
5400 INSURANCE	246,503	168,997	172,580
5500 UTILITIES	414,047	423,825	432,810
5600 CONTRACTS, RENTS, LEASES	192,481	164,127	167,606
5800 OTHER SERV. & OPERATING EXP.	1,406,598	869,246	887,674
5900 COMMUNICATIONS	<u>287,786</u>	<u>210,160</u>	<u>214,615</u>
<i>TOTAL CONTRACTS</i>	2,662,799	1,935,785	1,976,824
6170 LAND IMPROVEMENTS	0	0	0
6200 NEW BLDGS/IMPROVEMENTS	618,721	0	0
6400 NEW EQUIPMENT	625,295	25,000	25,530
6500 EQUIPMENT REPLACEMENT	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL EQUIPMENT</i>	1,244,016	25,000	25,530
7142 COMMUNITY SCHOOL/SELPA	1,082,426	1,213,920	1,226,059
7282 ALL OTHER TRANSFERS TO COUNTY	0	0	0
7350 INTERFUND INDIRECT COST	0	0	0
7400 DEBT SERVICE	0	0	0
7600 TRANSFERS TO OTHER FUNDS	228,448	28,448	28,448
7649 OTHER LOAN PAYMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL 7000 OTHER OUTGO</i>	1,310,874	1,242,368	1,254,507
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	<b>21,341,525</b>	<b>17,150,539</b>	<b>17,659,313</b>

**MULTIPLE YEAR PROJECTION SUMMARY**

**2020/21**

**2nd Interim**

<b>Unrestricted/Restricted</b>			
<b>MULTIPLE YEAR PROJECTION - March 11, 2021</b>			

	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>
TOTAL REVENUES & TRANSFERS IN	19,239,679	17,252,646	17,213,345
TOTAL EXPENSES & TRANSFERS OUT	21,341,525	17,150,539	17,659,313
<b>TOTAL REVENUES LESS EXPENDITURES</b>	<b>-2,101,846</b>	<b>102,107</b>	<b>-445,967</b>
BEGINNING BALANCE	9,298,944	7,187,098	7,279,205
LESS AMOUNT ABOVE REVENUES LESS EXP	-2,101,846	102,107	-445,967
LESS REVOLVING CASH	<u>-20,000</u>	<u>-20,000</u>	<u>-20,000</u>
UNDISTRIBUTED RESERVE	7,177,098	7,269,205	6,813,237
% UNDISTRIBUTED RESERVE	33.63%	42.38%	38.58%
3% UNDISTRIBUTED RESERVE IS	640,246	514,516	529,779
<b>AMOUNT ABOVE (-BELOW) 3%</b>	<b>6,536,852</b>	<b>6,754,688</b>	<b>6,283,458</b>
5% UNRESTRICTED BOARD RESERVE	789,617	692,799	714,773
<b>AMOUNT ABOVE (-BELOW) 5%</b>	<b>6,387,481</b>	<b>6,576,405</b>	<b>6,098,464</b>

**Pierce Joint Unified School District  
2020/21  
2nd Interim**

<b>UNRESTRICTED MULTIPLE YEAR PROJECTION - March 11, 2021</b>
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<b>INCOME</b>	<u><b>20/21</b></u>	<u><b>21/22</b></u>	<u><b>22/23</b></u>
8011-8089 LCFF SOURCES	13,907,978	14,331,899	14,339,030
8012 EDUCATION PROTECTION ACT-EPA	1,272,986	1,267,306	1,226,726
8019 PRIOR YEAR ADJUSTMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LCFF SOURCES</i>	15,180,964	15,599,205	15,565,756
<i>TOTAL FEDERAL REVENUE</i>	0	0	0
<b>STATE REVENUES</b>			
8311 STATE APPORTIONMENT PROGRAMS	0	0	0
8550 MANDATED COSTS	57,842	57,553	57,265
8560 LOTTERY	223,533	222,415	221,303
8590 OTHER STATE	<u>3,700</u>	<u>3,700</u>	<u>3,700</u>
<i>TOTAL STATE REVENUE</i>	285,075	283,668	282,268
<b>OTHER LOCAL REVENUES</b>			
8650 LEASES AND RENTALS	27,300	27,300	27,300
8660 INTEREST	135,000	121,500	115,425
8677 INTERAGENCY SERVICES	0	0	0
8699 OTHER LOCAL INCOME	525,391	100,800	102,816
8782 OTHER TRANSFERS FROM COUNTY	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LOCAL REVENUES</i>	687,691	249,600	245,541
8912-8919 INTERFUND TRANSFERS IN	0	0	0
<b>TOTAL REVENUES</b>	<b>16,153,730</b>	<b>16,132,473</b>	<b>16,093,565</b>
<b>8980-8999 CONTRIBUTIONS TO RESTRICTED</b>	<b>-1,862,162</b>	<b>-2,159,379</b>	<b>-2,244,067</b>
<b>EXPENDITURES</b>			
1100 TEACHER'S SALARIES	5,531,178	5,444,930	5,551,669
1200 PUPIL SUPPORT SALARIES	317,943	313,335	319,602
1300 SUPERVISOR/ADMIN. SALARIES	783,633	772,479	787,929
1900 OTHER CERTIFICATED SALARIES	<u>60,356</u>	<u>59,766</u>	<u>60,961</u>
<i>TOTAL CERTIFICATED</i>	6,693,110	6,590,510	6,720,160
2100 INSTRUCTIONAL AIDES	88,581	90,353	92,160
2200 CLASSIFIED SUPPORT	652,273	665,318	678,624
2300 CLASSIFIED ADMINISTRATORS	267,388	264,320	269,606
2400 CLERICAL AND OFFICE	490,716	492,989	502,849
2900 OTHER CLASSIFIED SALARIES	<u>138,873</u>	<u>141,650</u>	<u>144,483</u>
<i>TOTAL CLASSIFIED</i>	1,637,831	1,654,630	1,687,723
<i>TOTAL SALARIES</i>	8,330,941	8,245,140	8,407,883
3100 STRS	1,077,557	1,055,800	1,216,349

3200 PERS	306,850	377,918	430,369
3300 SOCIAL SECURITY/MEDICARE	207,207	206,711	210,845
3400 HEALTH	1,116,539	1,116,539	1,116,539
3500 UNEMPLOYMENT INSURANCE	8,099	7,968	8,127
<b>EXPENDITURES (Continued)</b>	<b><u>20/21</u></b>	<b><u>21/22</u></b>	<b><u>22/23</u></b>
3600 WORKER'S COMPENSATION	163,829	162,710	165,965
3900 OTHER BENEFITS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL BENEFITS</i>	2,880,081	2,927,646	3,148,195
4100 APPROVED TEXTBOOKS	478,795	106,543	108,802
4200 BOOKS OTHER THAN TEXTBOOKS	39,613	19,170	19,576
4300 INSTRUCTIONAL SUPPLIES	640,300	416,665	425,498
4400 NON CAPITALIZED EQUIPMENT	<u>435,620</u>	<u>304,687</u>	<u>311,146</u>
<i>TOTAL BOOKS AND SUPPLIES</i>	1,594,328	847,065	865,023
5200 TRAVEL AND CONFERENCE	83,390	69,079	70,543
5300 DUES AND MEMBERSHIPS	21,303	21,812	22,274
5400 INSURANCE	246,503	168,997	172,580
5500 UTILITIES	414,047	423,825	432,810
5600 CONTRACTS, RENTS, LEASES	159,692	152,234	155,461
5700 TRANSFERS OF DIRECT COSTS	-1,433		
5800 OTHER SERV. & OPERATING EXP.	850,051	790,131	806,882
5900 COMMUNICATIONS	<u>206,956</u>	<u>210,028</u>	<u>214,481</u>
<i>TOTAL CONTRACTS</i>	1,980,509	1,836,106	1,875,031
6100 IMPROVEMENTS OF SITES	0	0	0
6170 LAND IMPROVEMENTS	0	0	0
6200 NEW BLDGS/IMPROVEMENTS	368,721	0	0
6400 NEW EQUIPMENT	494,309	25,000	25,530
6500 EQUIPMENT REPLACEMENT	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL EQUIPMENT</i>	863,030	25,000	25,530
7142 COMMUNITY SCHOOL/SELPA	0	0	0
7282 ALL OTHER TRANSFERS TO COUNTY	0	0	0
7310 TRANSFERS OF INDIRECT COSTS	-84,997	-53,417	-54,646
7350 TRANSFERS OF INDIRECT COSTS-INTERFUND	0	0	0
7600 TRANSFERS TO OTHER FUNDS	228,448	28,448	28,448
7649 OTHER LOAN PAYMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL 7000 OTHER OUTGO</i>	143,451	-24,969	-26,198
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	<b>15,792,340</b>	<b>13,855,988</b>	<b>14,295,465</b>

<b>UNRESTRICTED</b>
<b>MULTIPLE YEAR PROJECTION SUMMARY</b>

	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>
<b>TOTAL REVENUES</b>	16,153,730	16,132,473	16,093,565
<b>Other Financing Sources-Contributions to Rest.</b>	<u>-1,862,162</u>	<u>-2,159,379</u>	<u>-2,244,067</u>
<b>Total Revenues &amp; Contributions</b>	14,291,568	13,973,094	13,849,498
<b>TOTAL EXPENSES &amp; TRANSFERS OUT</b>	15,792,340	13,855,988	14,295,465
<b>TOTAL REVENUES LESS EXPENDITURES</b>	-1,500,772	117,106	-445,967
<b>ESTIMATED BEGINNING BALANCE</b>	8,682,871	7,172,099	7,279,205
<b>LESS AMOUNT ABOVE REVENUES LESS EXP</b>	-1,500,772	117,106	-445,967
<b>LESS REVOLVING CASH</b>	<u>-20,000</u>	<u>-20,000</u>	<u>-20,000</u>
<b>UNDISTRIBUTED RESERVE</b>	7,162,099	7,269,205	6,813,238
<b>% UNDISTRIBUTED RESERVE</b>	45.35%	52.46%	47.66%
<b>3% UNDISTRIBUTED RESERVE IS</b>	640,246	514,516	529,779
<b>AMOUNT ABOVE (-BELOW) 3%</b>	6,521,853	6,754,689	6,283,459
<b>5% UNRESTRICTED BOARD RESERVE</b>	789,617	692,799	714,773
<b>AMOUNT ABOVE (-BELOW) 5%</b>	6,372,482	6,576,406	6,098,465

**Pierce Joint Unified School District  
2020/21  
2nd Interim**

<b>RESTRICTED MULTIPLE YEAR PROJECTION - March 11, 2021</b>
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<b>INCOME</b>	<u>20/21</u>	<u>21/22</u>	<u>22/23</u>
<i>TOTAL FEDERAL REVENUE</i>	1,922,481	402,532	402,532
STATE REVENUES			
8560 LOTTERY	78,905	78,510	78,118
8590 OTHER STATE	<u>1,084,563</u>	<u>639,130</u>	<u>639,130</u>
<i>TOTAL STATE REVENUE</i>	1,163,468	717,640	717,248
OTHER LOCAL REVENUES			
8677 INTERAGENCY REVENUES	0	0	0
8699 OTHER LOCAL INCOME	0	0	0
8782 OTHER TRANSFERS FROM COUNTY	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL LOCAL REVENUES</i>	0	0	0
<b>TOTAL REVENUES</b>	<b>3,085,949</b>	<b>1,120,172</b>	<b>1,119,780</b>
 <b>8980-8999 Contributions</b>	 <b>1,862,162</b>	 <b>2,159,379</b>	 <b>2,244,067</b>
 <b>EXPENDITURES</b>			
1100 TEACHER'S SALARIES	532,788	541,156	551,979
1200 PUPIL SUPPORT SALARIES	80,789	79,618	81,210
1300 SUPERVISOR/ADMIN. SALARIES	2,000	2,040	2,081
1900 OTHER CERTIFICATED SALARIES	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL CERTIFICATED</i>	615,577	622,814	635,270
2100 INSTRUCTIONAL AIDES	148,863	151,840	154,877
2200 CLASSIFIED SUPPORT	97,680	99,634	101,627
2300 CLASSIFIED ADMINISTRATORS	149,300	150,293	153,299
2400 CLERICAL AND OFFICE	0	0	0
2900 OTHER CLASSIFIED SALARIES	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL CLASSIFIED</i>	395,843	401,767	409,802
<i>TOTAL SALARIES</i>	<i>1,011,420</i>	<i>1,024,581</i>	<i>1,045,073</i>
3100 STRS	455,485	455,753	470,962
3200 PERS	78,411	91,764	104,500
3300 SOCIAL SECURITY/MEDICARE	37,399	37,916	38,674
3400 HEALTH	98,426	98,426	98,426
3500 UNEMPLOYMENT INSURANCE	985	993	1,013
<b>EXPENDITURES (Continued)</b>	<b>20/21</b>	<b>21/22</b>	<b>22/23</b>
3600 WORKER'S COMPENSATION	<u>19,632</u>	<u>19,896</u>	<u>20,295</u>
<i>TOTAL BENEFITS</i>	690,338	704,748	733,870
4100 TEXTBOOKS	20,000	0	0
4200 OTHER BOOKS	206,515	60,827	62,117
4300 INSTRUCTIONAL SUPPLIES	697,279	85,157	86,962
4400 NON CAPITALIZED EQUIPMENT	<u>692,934</u>	<u>52,221</u>	<u>53,328</u>
<i>TOTAL BOOKS AND SUPPLIES</i>	1,616,728	198,205	202,407

5200 TRAVEL AND CONFERENCE	10,551	8,394	8,572
5300 DUES AND MEMBERSHIPS	140	145	148
5400 INSURANCE	0	0	0
5600 CONTRACTS, RENTS, LEASES	32,789	11,894	12,146
5700 TRANSFERS OF DIRECT COSTS	1,433	0	0
5800 OTHER SERV. & OPERATING EXP.	556,547	79,115	80,792
5900 COMMUNICATIONS	<u>80,830</u>	<u>132</u>	<u>135</u>
<i>TOTAL CONTRACTS</i>	682,290	99,680	101,793
6170 LAND IMPROVEMENTS	0	0	0
6200 NEW BLDGS/IMPROVEMENTS	250,000	0	0
6400 NEW EQUIPMENT	130,986	0	0
6500 EQUIPMENT REPLACEMENT	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL EQUIPMENT</i>	380,986	0	0
7142 COMMUNITY SCHOOL/SELPA	1,082,426	1,213,920	1,226,059
7282 ALL OTHER TRANSFERS TO COUNTY	0	0	0
7310 TRANSFER OF INDIRECT COSTS	84,997	53,417	54,646
7600 TRANSFERS TO OTHER FUNDS	0	0	0
7649 OTHER LOAN PAYMENTS	<u>0</u>	<u>0</u>	<u>0</u>
<i>TOTAL 7000 OTHER OUTGO</i>	1,167,423	1,267,337	1,280,705
<b>TOTAL EXPENDITURES &amp; TRANSFERS OUT</b>	<b>5,549,185</b>	<b>3,294,551</b>	<b>3,363,847</b>

<b>RESTRICTED MULTIPLE YEAR PROJECTION SUMMARY</b>
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	20/21	21/22	22/23
<b>TOTAL REVENUES</b>	<b>3,085,949</b>	<b>1,120,172</b>	<b>1,119,780</b>
<b>Other Financing Sources-Contributions</b>	<b><u>1,862,162</u></b>	<b><u>2,159,379</u></b>	<b><u>2,244,067</u></b>
<b>Total Revenues &amp; Contributions</b>	<b>4,948,111</b>	<b>3,279,551</b>	<b>3,363,847</b>
<b>TOTAL EXPENSES &amp; TRANSFERS OUT</b>	<b>5,549,185</b>	<b>3,294,551</b>	<b>3,363,847</b>
<b>TOTAL REVENUES LESS EXPENDITURES</b>	<b>-601,074</b>	<b>-15,000</b>	<b>0</b>
<b>BEGINNING BALANCE</b>	<b>616,074</b>	<b>15,000</b>	<b>0</b>
<b>LESS AMOUNT ABOVE REVENUES LESS EXP</b>	<b><u>-601,074</u></b>	<b><u>-15,000</u></b>	<b><u>0</u></b>
<b>UNDISTRIBUTED RESERVE</b>	<b>15,000</b>	<b>0</b>	<b>0</b>

**BP 5030 - Student Wellness Goal: Students will eat healthy foods and be physically active**

Indicators of Success:	Baseline	2017/18	2018/19	2019/20	2020/21
1. School meals meet nutritional content guidelines based on sample menus and production records	Compliant	Compliant	Compliant	Compliant	Compliant
2. Student participation rates, compared to students eligible, in school breakfast and lunch programs:					N/A* - due to waiver to offer summer seamless program during the entire year
<b>Arbuckle Elementary:</b>					
a. Free Breakfast	{Oct. 2016} 32.23%	{Oct. 2017} 43.68%	{Oct. 2018} 41.49%	{Oct.2019}48.1%	N/A *
b. Reduced Priced Breakfast	{Oct. 2016}18.33%	{Oct. 2017} 35.44%	{Oct. 2018} 43.17%	{Oct.2019}48.7%	N/A *
c. Free Lunch	{Oct. 2016} 73.51%	{Oct. 2017} 79.9%	{Oct. 2018} 80.42%	{Oct. 2019}80%	N/A *
d. Reduced Priced Lunch	{Oct. 2016} 66.32%	{Oct. 2017} 78.77%	{Oct. 2018} 79.31%	{Oct. 2019}80.8%	N/A *
e. Full Priced Breakfast	{Oct. 2016} 3.56%	{Oct. 2017} 18.38%	{Oct. 2018} 24.00%	{Oct. 2019}25.6%	N/A *
f. Full Priced Lunch	{Oct. 2016} 44.75%	{Oct. 2017} 31.05%	{Oct. 2018} 33.27%	{Oct. 2019}38.1%	N/A *
<b>Grand Island Elementary:</b>					
a. Free Breakfast	{Oct. 2016} 81.32%	{Oct. 2017} 87.52%	{Oct. 2018} 87.59%	{Oct. 2019}84.4%	N/A*
b. Reduced Priced Breakfast	{Oct. 2016} 77.06%	{Oct. 2017} 89.29%	{Oct. 2018} 100%	{Oct. 2019}100%	N/A*
c. Free Lunch	{Oct. 2016} 88.55%	{Oct. 2017} 92.28%	{Oct. 2018} 87.59%	{Oct. 2019}79%	N/A*
d. Reduced Priced Lunch	{Oct. 2016} 78.82%	{Oct. 2017} 93.65%	{Oct. 2018} 92.86%	{Oct. 2019}94.2%	N/A*
e. Full Priced Breakfast	{Oct. 2016} 63.33%	{Oct. 2017} 31.75%	{Oct. 2018} 50%	{Oct. 2019}38%	N/A*
f. Full Priced Lunch	{Oct. 2016} 71.67%	{Oct. 2017} 49.21%	{Oct. 2018} 50%	{Oct. 2019}68%	N/A*
<b>Lloyd G. Johnson Jr. High:</b>					
a. Free Breakfast	{Oct. 2016} 25.6%	{Oct. 2017} 31.97%	{Oct. 2018} 34.51%	{Oct. 2019}43.9%	N/A*
b. Reduced Priced Breakfast	{Oct. 2016} 13.14%	{Oct. 2017} 22.57%	{Oct. 2018} 27.63%	{Oct. 2019}38.3%	N/A*
c. Free Lunch	{Oct. 2016} 62.56%	{Oct. 2017} 65.59%	{Oct. 2018} 77.66%	{Oct. 2019}73%	N/A*
d. Reduced Priced Lunch	{Oct. 2016} 50.02%	{Oct. 2017} 52.51%	{Oct. 2018} 76.31%	{Oct. 2019}75%	N/A*
e. Full Priced Breakfast	{Oct. 2016} 4.34%	{Oct. 2017} 2.59%	{Oct. 2018} 4.81%	{Oct. 2019}10.1%	N/A*
f. Full Priced Lunch	{Oct. 2016} 13.8%	{Oct. 2017} 15.68%	{Oct. 2018} 27.88%	{Oct. 2019}34%	N/A*
<b>Pierce High:</b>					
a. Free Breakfast	{Oct. 2016} 21.82%	{Oct. 2017} 20.43%	{Oct. 2018} 23.61%	{Oct. 2019}23.4%	N/A*
b. Reduced Priced Breakfast	{Oct. 2016} 11.43%	{Oct. 2017} 17.89%	{Oct. 2018} 24.67%	{Oct. 2019}25%	N/A*
c. Free Lunch	{Oct. 2016} 53.36%	{Oct. 2017} 55.89%	{Oct. 2018} 59.79%	{Oct. 2019}62%	N/A*
d. Reduced Priced Lunch	{Oct. 2016} 43.02%	{Oct. 2017} 48.57%	{Oct. 2018} 55.84%	{Oct. 2019}61.4%	N/A*
e. Full Priced Breakfast	{Oct. 2016} 0.95%	{Oct. 2017} 1.75%	{Oct. 2018} 1.83%	{Oct. 2019}1%	N/A*
f. Full Priced Lunch	{Oct. 2016} 9.79%	{Oct. 2017} 10.63%	{Oct. 2018} 12.80%	{Oct. 2019}10.8%	N/A*

**BP 5030 - Student Wellness Goal: Students will eat healthy foods and be physically active**

Indicators of Success:	Baseline	2017/18	2018/19	2019/20	2020/21
3. Food and beverages sold on campuses outside of the food services program comply with nutrition standards (vending machines)	Compliant	Compliant	Compliant	Compliant	Compliant
4. Physical Fitness Results - at least 5 out of 6 standards met					
a. 5th Grade	{15-16} 63.4	{16-17} 54.4	{17-18} 13.8	{18-19} 47.6	{19-20} N/A
b. 7th Grade	{15-16} 58.9	{16-17} 53.1	{17-18} 64.3	{18-19} 25.2	{19-20} N/A
c. 9th Grade	{15-16} 64.5	{16-17} 31.9	{17-18} 48.0	{18-19} 50.5	{19-20} N/A
5. Physical Education minutes offered:					
a. Grades 1-3 (200 min./10 days required)	200 min./10 days	210 min./10 days	210 min./10 days	210 min./10 days	PE minutes waived
b. Grades 4-5 (200 min./10 days required)	210 min./10 days	200 min./10 days	200 min./10 days	200 min./10 days	PE minutes waived
c. Grade 6 (200 min./10 days required)	400 min./10 days	400 min./10 days	400 min./10 days	480 min./10 days	PE minutes waived
d. Grades 7-8 (400 min./10 days required)	450 min./10 days	450 min./10 days	450 min./10 days	480 min./10 days	PE minutes waived
e. Grades 9-12 (400 min./10 days/ 2 years required)	460 min./10 days	460 min./10 days	460 min./10 days	480 min./10 days	PE minutes waived
Estimated Percent of PE class time spent in moderate to vigorous physical activity					
a. Grades 1-5	{April 2017} 72%	{Feb. 2018} 70%	{March 2019} 70%	{March 2020} 75%	PE minutes waived
b. Grades 6-8	{April 2017} 55%	{Feb. 2018} 81%	{March 2019} 83%	{Dec. 2019} 81%	PE minutes waived
c. Grades 9-12	{April 2017} 50%	{Feb. 2018} 40%	{March 2019} 55%	{March 2020} 60%	PE minutes waived



**2019/20 Expulsion Report  
Pierce Joint Unified School District**

The Superintendent or designee shall annually present to the Board a report of the outcome data which the district is required to collect pursuant to Education Code 48900.8 and 48916.1, including the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period.

The report shall be disaggregated by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, foster youth, and students with disabilities. The report also shall include information about whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

**Number of Students Recommended for Expulsion:**            0

March 1, 2021

To: Amy Charter, Board President  
Members of the Pierce Joint Unified District Board of Trustees  
Carol Geyer, Superintendent

From: Bob Caine, CSBA Governance Consultant  
415-722-5190 (cell)  
bobcaine@hughes.net

Re: Meeting Notes for February 19 and 25, 2021 Governance Workshops

It was a pleasure to return to Pierce JUSD and provide the seventh annual Governance Leadership Workshop for your governance team. It was great to observe that the team is committed to working together for the benefit of all students. As we discussed, you all have a wonderful opportunity to focus the efforts of the Board, administrators, teachers and other staff to significantly enhance student learning.

During the workshop conversations we focused on:

Reviewing the results of the interviews with Board members and the Superintendent with the focus of the workshop sessions to discuss: How can the Board, teachers, administration, students and parents work together to meet the challenges ahead in the next year?

- Appreciating the current efforts by all stakeholders

- Assessing the widening learning gaps for some students

- Meeting the academic, social, physical and emotional needs of each and every student.

- Improving communication and engagement strategies

Discussing with the administrative team the key components of the Effective Governance System and highlighting the key concepts of the Governance Core including the “moral imperative” and four components of the “Governing Mindset”: Strategic Focus, Manner, Systems Thinking and Deep Learning.

Hearing a report from Superintendent Geyer and administrative staff about some of the district Highlights (addressing the issues of the COVID 19 virus with students in school and virtual

learning) and some of the district Challenges (reopening of schools, assessing learning loss and lack of personal connections).

Discussed the differences between equality and equity, a definition of equity and the implications of the School Board Equity Assessment for the district students with the focus on the success for each and every student.

Next steps:

Send a personal letter to all staff members signed by all Board members acknowledging his/her individual contributions to the success of the district to meet the challenges in the last year to continue educational opportunities for all students.

Send a letter from the Superintendent updating all stakeholders on the progress to complete this school year and to offer rich summer activities to assist with the challenges of learning loss and missing personal connections.

Create a document called “Frequent Questions and Answers” to be available to all stakeholders on the district web site and have a regular Board agenda item that would help collect questions for this communications document.

Schedule on March 19 a follow-up workshop with Administrative staff to discuss plans for the summer and the opening of school for all students in August.

I thoroughly enjoyed working with you and hope the content of these notes accurately reflects our workshop discussions. I’m sure your thoughtful efforts will provide a positive foundation as you continue to enhance your governance effectiveness on behalf of your students and the community.

Please don’t hesitate to contact me with any comments or questions, or let me know if I can be of further assistance in the months ahead.

**PIERCE JOINT UNIFIED SCHOOL DISTRICT**  
**2020/21 BUDGET REVISION**  
**March 11, 2021**

**RESOLUTION #20/21-14**

**General Fund 01**

2020/21 Beginning Balance                    \$9,298,945  
 Estimated Income                                19,392,224  
 Total Income + Beg. Balance                28,691,169

**REVENUES:**

*Resource # and Description*

0000 Unrestricted-LCFE decrease & interest decrease

	<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
	9,739,996	(152,545)	9,587,451
	<u>(152,545)</u>		

Revenue Revision    **(152,545)**  
 Revised Revenue     19,239,679  
 Revised Revenue + Beg. Balance                         28,538,624

**EXPENDITURES**

*Resource # and Description*

0000 Unrestricted

	<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
	10,023,272	294,854	10,318,126

Expenditure Revision    294,854  
 Total Current Expenditures                                 21,046,671  
 Revised Expenditure Budget                                 21,341,525

2020/21 Beginning Balance                                 \$9,298,945  
 +Total Revised Revenue                                        19,239,679  
 Less Revised Expenditure Budget                         **(21,341,525)**  
 Estimated Ending Fund Balance                             \$7,197,099

**Cafeteria Fund 13**

2020/21 Beginning Balance                    \$159,006  
 Estimated Income                                756,734  
 Total Income + Beg. Balance                915,740

**REVENUES:**

5310 Child Nutrition

5316 CN: COVID CARES Supp Meal Reimb

	<i>Current Budget</i>	<i>Revenue Revision</i>	<i>Revised Budget</i>
	742,126	(47,453)	694,673
	0	39,618	39,618

Revenue Revision    **(7,835)**  
 Revised Revenue     748,899  
 Revised Revenue + Beg. Balance                         907,905

**EXPENDITURES**

5310 Child Nutrition  
5316 CN: COVID CARES Supp Meal Reimb

<i>Current</i>	<i>Expenditure Revision</i>	<i>Revised Expenditures</i>
901,132	(47,453)	853,679
0	39,618	39,618

<b>Expenditure Revision</b>	<b>(7,835)</b>
<b>Total Current Expenditures</b>	<b>915,740</b>
<b>Revised Expenditure Budget</b>	<b>907,905</b>

<b>Beginning Balance-Fund 13</b>	<b>\$159,006</b>
<b>+Total Revised Revenue</b>	<b>748,899</b>
<b>Less Revised Expenditure Budget</b>	<b>(907,905)</b>
<b>Estimated Ending Fund Balance-Fund 13</b>	<b>\$0</b>

PASSED AND ADOPTED this 11th day of March 2021 at a meeting of the Board of Trustees of Pierce Joint Unified School District.

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Carol Geyer, Superintendent

\_\_\_\_\_  
Date

**BEFORE THE GOVERNING BOARD  
OF THE PIERCE JOINT UNIFIED SCHOOL DISTRICT**

**RESOLUTION NO. 20/21 - 15**

**RESOLUTION MAKING FINDINGS ON ENERGY SAVINGS  
AND DETERMINING OTHER MATTERS IN CONNECTION WITH  
AN ENERGY SERVICES AGREEMENT**

**WHEREAS**, it is the policy of the State of California and the intent of the State Legislature to promote all feasible means of energy conservation and all feasible uses of alternative energy supply sources; and

**WHEREAS**, Pierce Joint Unified School District (“District”) desires to reduce the steadily rising costs of meeting the energy needs at its facilities; and

**WHEREAS**, the District has caused to have produced an analysis showing the benefits of implementing certain energy conservation measures in the District (“Analysis”), which is attached hereto as Exhibit A and made part hereof by this reference; and

**WHEREAS**, the District proposes to enter into an energy services agreement and related contract documents (“Energy Services Agreement”) with Compass Energy Solutions, LP (“Contractor”), pursuant to which Contractor will design, construct, and install on District property certain energy saving improvements consisting of photovoltaic solar carport systems , which will result in greater energy efficiency and cost savings for the District sites on which such facilities are located on (“Project”); and

**WHEREAS**, the site where such energy saving improvements will be located is: Pierce High School; and

**WHEREAS**, the Analysis includes data showing that the anticipated cost to the District for the electrical energy provided by the Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases; and

**WHEREAS**, the Board proposes to enter into the Energy Services Agreement substantially in the form presented at this meeting, subject to such changes, insertions or omissions as the Superintendent reasonably deems necessary following the Board’s adoption of this Resolution; and

**WHEREAS**, pursuant to Government Code section 4217.12, this Board has held a public hearing, public notice of which was given at least two weeks in advance, to receive public comment; and

**WHEREAS**, the District’s proposed approval of the Energy Services Agreement is a “Project” for purposes of the California Environmental Quality Act (“CEQA”); and

**WHEREAS**, the Guidelines for CEQA, California Code of Regulations Title 14, Chapter 13 (“State CEQA Guidelines”), exempt certain projects from further CEQA evaluation;

**WHEREAS**, the Board has previously determined that the Project is exempt under State CEQA Guidelines section 15303 and caused to be filed a notice of exemption; and

\* \* \* \* \*

**NOW, THEREFORE**, based upon the above-referenced recitals, the Board hereby finds, determines and orders as follows:

1. The terms of the Energy Services Agreement in the form presented at this meeting are in the best interests of the District.
2. In accordance with Government Code section 4217.12, and based on data provided by the Analysis, the Board finds that the anticipated cost to the District for electrical energy provided by the Project under the Energy Services Agreement will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of those purchases.
3. The Board hereby approves the Energy Services Agreement, in accordance with Government Code section 4217.12.
4. The District's Superintendent or designee is hereby authorized and directed to negotiate any further changes, insertions and omissions to the Energy Services Agreement as she reasonably deems necessary, and thereafter to execute and deliver the Energy Services Agreement following the Board's adoption of this Resolution. The District's Superintendent or designee is further authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this Resolution and said agreements.

The foregoing Resolution was adopted at a meeting of the Governing Board of the Pierce Joint Unified School District on March 11, 2021, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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President, Board of Education  
Pierce Joint Unified School District

CERTIFIED TO BE A TRUE  
AND CORRECT COPY:

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Clerk, Board of Education  
Pierce Joint Unified School District

# EXHIBIT A

## *SOLAR CARPORT ESTIMATED CASH FLOW 4% PG&E ESCALATOR*

Year	Estimated Annual Energy Cost With Out Solar PV	Estimated Annual Energy Cost With Solar PV	Estimated Annual Energy Savings	Annual Debt Service (18 Years)	Estimated Annual Cash Flow
1	125,672	10,412	115,260	(105,000)	10,260
2	130,699	10,828	119,870	(105,000)	14,870
3	135,927	11,262	124,665	(105,000)	19,665
4	141,364	11,712	129,652	(105,000)	24,652
5	147,018	12,181	134,838	(105,000)	29,838
6	152,899	12,668	140,231	(105,000)	35,231
7	159,015	13,175	145,841	(105,000)	40,841
8	165,376	13,701	151,674	(105,000)	46,674
9	171,991	14,250	157,741	(105,000)	52,741
10	178,870	14,820	164,051	(105,000)	59,051
11	186,025	15,412	170,613	(105,000)	65,613
12	193,466	16,029	177,437	(105,000)	72,437
13	201,205	16,670	184,535	(105,000)	79,535
14	209,253	17,337	191,916	(105,000)	86,916
15	217,623	18,030	199,593	(105,000)	94,593
16	226,328	18,751	207,577	(105,000)	102,577
17	235,381	19,501	215,880	(105,000)	110,880
18	244,797	20,282	224,515	(105,000)	119,515
19	254,588	21,093	233,496	(84,260)	149,236
20	264,772	21,937	242,835		242,835
21	275,363	22,814	252,549		252,549
22	286,377	23,727	262,651		262,651
23	297,832	24,676	273,157		273,157
24	309,746	25,663	284,083		284,083
25	322,136	26,689	295,446		295,446
<b>Total:</b>	<b>5,233,725</b>	<b>433,617</b>	<b>4,800,107</b>	<b>(1,974,260)</b>	<b>2,825,847</b>



## CONSTRUCTION AGREEMENT BETWEEN DISTRICT AND CONTRACTOR

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This Construction Agreement (“Agreement”) is entered into as of March 11, 2021 (“Effective Date”), by and between Pierce Joint Unified School District, a California public school district (“District” or “Owner”) and Compass Energy Solutions, LP, a Virginia Limited Partnership (“Contractor”).

### RECITALS

A. District is installing a Turnkey photovoltaic carport system (“Project”) at the following District site(s): Pierce High School.

B. District wishes to retain Contractor to prepare plans and specifications for the Project (“Plans and Specifications”), and to perform certain other pre-construction activities. Contractor represents that it has the knowledge and experience necessary to perform the services set forth in this Agreement.

C. If the District is satisfied with the results of Contractor’s preparation of the Plans and Specifications and other pre-construction activities, the District, prior to DSA submittal of the final design and once the Plans and Specifications are 100% complete, intends to sign off on such Plans and Specifications. District’s sign off shall not be unreasonably withheld. Following receipt of approved drawings from DSA, the Contractor will begin fabrication of the structural components in advance of proceeding with Project construction in accordance with the Agreement and the DSA approved Plans and Specifications.

D. California Government Code section 4217.12 permits public agencies like the District to enter into an energy service contract (as defined in Government Code section 4217.11(f)) on terms that its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for conservation services provided under the energy service contract will be less than the anticipated marginal cost to the public agency of energy that would have been consumed by the public agency in the absence of the energy service contract.

E. This Agreement is an energy service contract as defined in Government Code section 4217.11(f) and has been approved by the District’s governing Board in accordance with Government Code section 4217.12.

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the parties agree as follows:

1. Design Services; Standard of Care. Contractor agrees to prepare the Plans and Specifications for the Project, utilizing the services of a licensed architect and such licensed engineers (“Design Professionals”) as may be necessary. The Plans and Specifications shall meet all of the requirements of the Scope of Work attached hereto as **Exhibit A**. If the approval of the Division of the State Architect (“DSA”) is necessary for any portion of the Project, Contractor shall obtain such approval as part of the Scope of Work. The Contractor agrees to perform such design services as expeditiously as is consistent with professional skill and care and the orderly progress of the District’s Project.

All design services performed by the Contractor and its Design Professionals under and required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by Design Professionals in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the design services required by the District; and all such design services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited

to statutes, decisions, regulations, building or other codes, ordinances, charters, including any access requirements under state or federal law, including but not limited to the Americans with Disabilities Act (“ADA”). Contractor and its Design Professionals shall be responsible for the completeness and accuracy of any drawings, renderings, and specifications as may be required pursuant to the Scope of Work. The District shall have the right to add or delete from the Contractor’s Scope of Work as it may deem necessary for the best interests of the Project and/or the District and District agrees that such costs of additional scope that impacts the Contract Sum and is not set forth in the Scope of Work shall be borne by the District in the form of a change order as provided herein.

All parties agree and acknowledge that District will not be retaining an Architect under a separate agreement (as defined in the General Conditions) and the administration of the Contract by the Architect as contemplated in Article 4 of the General Conditions shall, to the extent applicable, be performed by an authorized District representative.

2. Contract Documents. Contractor and District agree that all of the documents listed in Article 1.1.1. of the General Conditions (which General Conditions are attached hereto as **Exhibit D**), form the Contract Documents which form the Contract.

3. Reserved.

4. Ownership of Documents. All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor and its Design Professionals under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the current Project) under Education Code section 17316. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Contractor and its Design Professionals from and against any claims, damages, losses, and expenses, including attorney’s fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

The Contractor will provide the District with a complete set of any reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor or its Design Professionals under this Agreement, and will retain, on the District’s behalf, the original documents or reproducible copies of all such original documents, however stored, in the Contractor’s files for a period of no less than seven (7) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

5. Licensing of Intellectual Property.

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Contractor or its Design Professionals under this Agreement, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) but as they relate or may relate to other projects, provided that any invalidity of

such license in relation to such other projects shall not affect the validity of such license in relation to the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code section 17316. The Contractor shall require its Design Professionals to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of the Design Professionals performed under this Agreement.

6. Compensation.

(a) *Pre-Construction Design Services; Compensation.* Contractor agrees to perform the pre-construction design services set forth in the Scope of Work, **Exhibit A**, and in accordance with the District's Construction Work Schedule and Site Provisions as set forth in **Exhibit B**. Both pre-construction design services and construction services shall be performed under the timeline presented in **Exhibit H**.

(b) *Construction Services; Compensation.* Contractor agrees to perform the construction services set forth in the Scope of Work, **Exhibit A**, and in accordance with the District's Construction Work Schedule and Site Provisions, as set forth in **Exhibit B**. The District agrees to pay Contractor the Contract Sum, as agreed to by the District and Contractor pursuant to Section 7(c) below, for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

7. Solicitation of Subcontractor and Materials Bids; Contract Sum.

(a) *Solicitation of Subcontractors.* In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor shall solicit competitive bids from appropriately licensed subcontractors and materials suppliers in a manner that fosters competition for each Scope of Work included in the Project including a good faith effort by the Contractor to select local subcontractors located within the District's boundaries. Subcontractors shall be selected by Contractor, subject to the District's approval. Contractor shall inform all bidders that the District will not be a party to any contracts for construction services executed by the Contractor and selected bidders.

(b) *Contract Sum.* The District agrees to pay the Contractor, and the Contractor agrees to receive and accept, for the performance of the Agreement the sum of \$1,974,850 as the contract sum as full compensation for furnishing all materials, labor, apparatus, facilities, transportation, tools and equipment, and for doing all the work as described/embraced in the Agreement, and for all risks of every description connected with the work and for all expenses incurred by or in consequence of the suspension or discontinuance of the work, and for well and faithfully completing the work and the whole thereof in the manner and according to the Agreement ("Contract Sum"). All other alternate propositions are hereby rejected by the District, and are not included in the Agreement. The Contractor expressly agrees that the work contemplated hereby shall be performed in a good and workmanlike manner under the direction of and to the satisfaction of the District as provided in the Agreement. All allowances must be presented to the District in the Scope of Work attached as Exhibit B attached hereto and, notwithstanding any provision, shall not be increased beyond the amount originally presented for that particular allowance. Notwithstanding anything herein, all costs in excess of a particular allowance shall not result in an increase in Contract Sum.

(c) Reserved.

8. Contractor's Consultants. Contractor shall submit, for written approval by the District, the names of any consultants, including but not limited to Design Professionals that Contractor proposes to use in connection with its work under this Agreement. Nothing in this Agreement shall create any contractual relationship between the District and any Design Professionals or other consultants employed by the Contractor under the terms of this Agreement. Contractor's Design Professionals and other consultants shall be licensed to practice in California and have relevant experience with California school design and

construction during the last five years.

9. Scope of Construction Work; Licensing. If the Contract is not terminated pursuant to Section 7(c), above, Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work, as defined in Article 1.1.2 of the General Conditions, in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project, all in strict compliance with the Plans and Specifications therefor. In accordance with Section 3300 of the Public Contract Code, Contractor warrants and represents that Contractor has a Class B license that it shall maintain in good standing for the duration of Contractor's work on the Project.

10. Time to Complete and Liquidated Damages.

Time is of the essence in the performance of the Contract, and the time for completion of the Project shall be finalized following receipt of approved DSA drawings. Failure to complete the Project within the time established herein and, in the manner, provided for by the Contract Documents shall subject the Contractor to liquidated damages. The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Project were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages, which the District would suffer in the event of delay, include, but are not limited to, loss of the use of part or all of the Project, disruption of activities, costs of administration, supervision and the loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages that the District shall directly incur upon failure of the Contractor to complete the Project within the time agreed upon by the parties: Five Hundred Dollars (\$500.00) for each calendar day by which completion of the Project is delayed beyond the time specified above.

If the Contractor becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the retained percentage is not sufficient to discharge all liabilities of the Contractor incurred under this Agreement then the Contractor and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.

If the District accepts any work or makes any payment under this Agreement after a default by reason of delays, then the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

11. Prevailing Wages. The Project is a public work, and the Work shall be performed as a public work and pursuant to the provisions of Section 1770 *et seq.* of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof. The Director of the Department of Industrial Relations ("DIR") has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the District's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until DIR determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of the Contract.

The Contractor and any subcontractor under the Contractor as a penalty to the District shall forfeit not more

than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of the Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the District, its officers and agents and to the representatives of the Division of Labor Standards Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. In order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or enter into, or engage in the performance of any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code), a contractor or subcontractor must be currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 *et seq.*) of the Labor Code.

12. Working Hours. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by the Contract is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

13. Apprentices. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

14. DSA Oversight Process. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including

but not limited to (a) notifying the District's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the District, District's representatives, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

15. Indemnification and Insurance; Bonds. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees as provided in the General Conditions. In addition, Contractor will indemnify, hold harmless, release, and defend District from and against any and all losses arising from any allegation by any third party that Contractor has violated California Government Code section 1090 by entering into this Agreement.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the Work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$5,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$5,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the performance and payment bonds required by the General Conditions. All bonds shall be submitted on the District's approved forms, which are attached hereto as **Exhibits E and F**, respectively.

**Notwithstanding anything herein, Contractor's liability in contract, tort, or otherwise under this Agreement shall be limited to the dollar value of the insurance required to be provided by the Contractor.**

16. Changes. Changes in the Contract or in the Work to be done under the Contract shall be made as provided in the General Conditions. Based upon the DSA approved drawings Contractor provides under this Agreement, Contractor agrees not to submit any change order requests during the construction of the Project that seek additional compensation based upon alleged errors or omissions in the Plans, Specifications, drawings, or design packages for the Project.

Additions or changes to the Scope of Work requested by the District shall be made via change order with all associated cost and mark up borne by the District as provided and in accordance with the General Conditions. Additional time shall be added to the project schedule if necessary, by these District requested changes as provided and in accordance with the General Conditions. Contractor will only submit change order requests for additional compensation for District-requested changes in the Scope of Work of the Project, or for changes in the Work of the Project due to unforeseen conditions of the Site, all in accordance with the Contract and the Contract Sum.

District reserves the right to change and direct the order in which the Project is implemented and constructed.

17. Independent Contractor. Contractor, in the performance of the Contract, shall be and act as an independent contractor. Contractor shall be responsible for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Contractor's employees.

18. Termination. The District or Contractor may terminate the Contract as provided in the General Conditions.

19. Entire Agreement. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

20. Execution of Other Documents. Contractor shall create a Final Binder according to the specifications outlined in **Exhibit G**. Two (2) hard copies and one (1) electronic copy shall be provided to the District. Delivery of the Final Binder is required for final payment of the Contract Sum, as described in Section 5. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

21. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

22. Binding Effect. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

23. Severability; Governing Law; Choice of Forum. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to the Contract shall be brought solely in the Superior Court of the State of California for Colusa County, subject to transfer of venue under applicable State law.

24. Amendments. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the District's Governing Board.

25. Assignment of Contract. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the District.

26. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**PIERCE JOINT UNIFIED SCHOOL  
DISTRICT**

**COMPASS ENERGY SOLUTIONS, LP**

By \_\_\_\_\_  
Name: Deana Meras  
Title: Chief Business Official

By \_\_\_\_\_  
Name: Fred Ghahramani  
Contractor's License No. 896485  
Expires 12/31/2021

Date \_\_\_\_\_

Date \_\_\_\_\_

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



**EXHIBIT A**  
**SCOPE OF WORK**

**Scope of Work**

Contractor shall provide design and construction services as contemplated in the Plans and Specifications previously approved by DSA (Application No. P.C. 04-113425, 8/4/2015 as represented in Application No. 04-117498 approved on 5/31/2018) and as further described in this Agreement and the other Contract Documents as necessary to implement the Scope of Work described herein.

Proposed Photovoltaic Power System  
Pierce High School PV Carport System  
at  
960 Wildwood Rd  
Arbuckle, CA 95612

**Compass Energy Solution services includes:**

1. Site survey
2. Photovoltaic System Design & Engineering
3. Competitive bid process
4. Qualification of potential vendors
5. Construction management
6. Commissioning
7. Training X2 up to 4 hours
8. Material warranties as offered by manufacturers
9. CES provides One year labor and material, backed by payment and performance bond
10. Monitor & Verification Performance
11. Any and all permits necessary to construct

**Solar PV Carport System includes:**

- 254 kW AC Solar Carport System at Pierce HS. The system will meet or exceed CSI efficiency standards to include: 98.5% Inverter efficiency & 20.1% Panel efficiency
- Tier 1 Hanwha Q Cell Peak Duo L-G8 430w Panels or equivalent
- Solectria Solar Inverters 50/60 kW or equivalent
- All wiring, conduits, hardware and all materials associated with the construction of the system
- South Carport, Faculty Carport and Busport will have a 12' height minimum
- 36" Concrete bases at structural steel columns
- Under canopy LED Lighting to meet DSA required illumination standard
- Panel degradation greater than 80% at 25 years per CSI requirements
- Structural steel to receive a corrosion resistant, hot dipped galvanized finish on columns, beams and purlins
- Structural engineering, architectural design and construction
- Geotechnical report
- ADA compliant restriping as it directly relates to the project
- Trenching and excavation for electrical conduit and structural steel.
- Saw cutting and patching of bituminous asphalt concrete (BAC) at excavation locations.
- PG&E Interconnect (Rule 21) coordination
- 3<sup>rd</sup> Party performance monitoring system with (10) year subscription, including all licenses and updates
- EEOR Stamped electrical drawings
- All permits and permit fees required for project

- Payment & Performance Bond
- Prevailing Wage Labor

Exclusions:

- Remediation of existing non-code compliant conditions.
- Upgrade of existing electrical distribution system or service
- Removal and/or remediation of hazardous materials.
- Structural deficiencies or upgrades.

Project completion schedule: TBD upon DSA approval of Plans and Specifications

From receipt of DSA Final approved drawings to substantial completion is approximately 4 months.

**Warranty**

CES provides a one-year Material & Labor warranty from the date of substantial completion.

Manufacturers Warranties to include: Panel (12) year product and (25) year linear performance warranty. Inverter has a (10) year warranty.

Compass will work with our installer to provide the District with a solution as it relates to any panel warranty/system issues. Compass and our installation team will research and identify any panel production/defect issues, either by using data monitoring system, or District's staff report, then coordinate with Hanwha to obtain replacement panels. Compass Energy is the District's single point of contact for warranty & system issues.

**GENERAL ITEMS**

CES will provide equipment submittals for review and approval prior to ordering any new equipment, training and shall provide Operation & Maintenance Manuals at the completion of installation.

All material counts provided **must** be verified by the Contractor during the Site verification walks. Upon completion of the Site verification walks, Contractor is responsible for updating and presenting final counts to the District for approval.

The Contractor shall comply with all legal, contractual, and local government requirements related to the novel coronavirus and COVID-19 that apply to the Scope of Work, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

**Assumptions and Exclusions**

**Assumptions:**

- Assumption that Soils Condition is Type C verified by geotechnical studies, reports and analysis
- Third party underground utility survey has been provided to Compass by District and Compass to verify and perform their own due diligence.
- Do not have to cover the south area of Faculty Parking nearest to the tree representing approximately 1,800 square feet.

**Exclusions:**

- Additional structural design, engineering and construction, if imposed by DSA after DSA approval of plans
- Any additional DSA permit requirements fee (Structural Engineering and fee)
- Actual cost of PG&E Time-of-Use meter, Pierce Joint USD pays directly to PG&E

- DSA inspector fee and any special inspections required by DSA as listed on DSA Form 103.
- Structural design, engineering and construction, other than carport structural steel and footings.
- Traffic Studies or Traffic Control
- Multiple Mobilizations Other Than Scheduled by CES

**Qualifications:**

- The materials specified in this proposal are CSI compliant

To implement the installations, the Project is divided into Design/Pre-Construction and Construction phases. The District will enter into one contract with the Contractor, which encompasses both phases of the Project. In addition to the design and construction of the Project, Contractor will be responsible for the following:

**Design/Pre-construction Phase**

- Survey all sites and existing installations/systems & identification and protection of existing utility services
- Provide documentation, as requested by District, to support energy savings calculations and progress reports
- Prepare construction documents, including drawings for installation of all measures, as directed by District
- Photovoltaic Engineering & Photovoltaic System design
- Review final construction documents with District prior to submittal to Division of State Architect (“DSA”)
- Obtain necessary permits from authorities having jurisdiction, including DSA, California Energy Commission, and Office of Public School Construction
- Hire a California licensed Architect to create plans for DSA approval, if required
- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and the California Building Code
- Incorporate District in development of design of Project and design feedback
- Provide a schedule for completion of Project
- Prepare and file utility incentive and rebate applications including incentives from PG&E
- Manage electric utility inspection of equipment prior to removal of existing systems as necessary
- ADA compliance
- Soils Report and obtain CGS Approval

**Construction Phase**

In addition to responsibilities listed above in Design/Pre-construction Phase, Contractor must:

- Obtain and maintain all licenses, permits, and authorizations as needed for the Project
- Install Project, ensuring quality of workmanship meets requirements set forth in Contract and other Contract Documents.
- Manage all subcontractor work, ensuring quality of workmanship, compliance with all applicable codes and standards, and adherence to the terms and conditions of all Contract Documents
- Interface with District stakeholders
- Storm Water Prevention Plan, materials and maintenance through course of construction
- All PG&E interconnect (Rule 21) coordination
- Prepare a plan for stakeholder training and ongoing operational support
- Prepare a plan for ongoing equipment maintenance and software upgrade
- Complete commissioning and testing requirements in accordance with Title 24
- Prepare and file utility incentive and rebate applications including incentives from PG&E

- Perform DSA and other closeout requirements; ensure all necessary closeout documents are submitted to DSA
- Create and deliver Final Binder to District in accordance with specifications in the Contract
- Third Party Web Based Monitoring System or equivalent

Along with the responsibilities described in this **Exhibit A**, Contractor is required to hold weekly progress meetings with the District, District's consultants, and relevant subcontractors present to provide progress updates, schedule updates and general project information.

**EXHIBIT B**

**CONSTRUCTION WORK SCHEDULE AND PROVISIONS**

**[To be Provided by the District]**

**EXHIBIT C**

Reserved

**EXHIBIT D**  
**GENERAL CONDITIONS**  
**(ATTACHED)**

**EXHIBIT E**

**FORM OF PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS** that we, COMPASS ENERGY SOLUTIONS, LP, as Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto Pierce Joint Unified School District, in the Counties of Colusa and Yolo, State of California, hereinafter called the "Owner", in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, hereinafter called the "Contract", the terms of which are incorporated herein by reference, dated \_\_\_\_\_, 20\_\_, for construction of:

**Pierce Joint Unified School District Energy Efficiency Project**

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in said Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

**IN WITNESS WHEREOF**, the above-bounden parties have executed this instrument under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by \_\_\_\_\_ )  
(Principal and Surety, \_\_\_\_\_ )  
(and acknowledged and \_\_\_\_\_ )  
(Notarial Seal attached \_\_\_\_\_ )

(Affix Corporate Seal)

\_\_\_\_\_  
(Individual Principal)

\_\_\_\_\_  
(Business Address)



(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Principal)

\_\_\_\_\_  
(Business Address)

(Affix Corporate Seal)

\_\_\_\_\_  
(Corporate Surety)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

The rate of premium on this bond is \_\_\_\_\_ per thousand.

The total amount of premium charged is \_\_\_\_\_.

The above must be filled in by Corporate Surety.

**EXHIBIT F**

**FORM OF PAYMENT BOND  
(Labor and Material)**

**KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, Pierce Joint Unified School District (the "Owner" of the public works project described below) and Compass Energy Solutions, LP, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

**Pierce Joint Unified School District Energy Efficiency Project**

Which said Contract dated \_\_\_\_\_, 20\_\_, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

**NOW, THEREFORE, THESE PRESENTS WITNESSETH:**

That the said Principal and the undersigned \_\_\_\_\_ ("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

And the said Surety, for value received, thereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of said contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(To be signed by )  
(Principal and Surety, )  
(and acknowledged and )  
(Notarial Seal attached )

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Attorney-in-Fact

The above bond is accepted and approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## EXHIBIT G

### PROJECT CLOSEOUT AND FINAL BINDER TABLE OF CONTENTS

#### Project Closeout Requirements:

Prior to final completion of the Project, Contractor will perform the following tasks without limitation:

- Complete all unfinished work described on a punchlist within 30 days as provided by District or District's consultant and approved by District.
- All systems shall operate continuously and without any downtime for a period of 30 days after commissioning as a measure of Final Completion.
- Provide 4 hours (x2) of user training and typical maintenance and operational procedures
- Provide District with Final Binder that includes all items in the Final Binder Table of Contents (2 hardcopy and an electronic version). Electronic version of Final Binder should be delivered in a neat and organized folder tree as provided by customer. Two (2) sets of 18" x 24" as-built drawings.
- Two (2) sets of keys to all locks, equipment, and boxes installed

#### Final Binder Table of Contents:

- a. Cover Page
  - i. Name of the Project (Energy Efficiency Project)
  - ii. District name
  - iii. Contractor name
  - iv. Any Job Reference Numbers
- b. Table of Contents (this Table of Contents)
- c. Reference Milestones and Documents
  - i. Copy of all executed Contracts
  - ii. Notice to Proceed to Design
  - iii. Notice to Proceed to Procurement and Construction
  - iv. Notice of Completion for each site
- d. Contact Information
  - i. Contractor name, O&M contact person and title, mailing address, phone, fax, and email
  - ii. Customer Care contact phone number and email
- e. Final Project Schedule
- f. Final Cost
  - i. Final Cost Breakdown Table
  - ii. Approved Change Orders
  - iii. Material invoices, evidence of equipment purchases, rentals, and other cost support documentation
  - iv. Paid subcontractor invoices, as requested
  - v. Final Unconditional Lien releases from all project contractors and materialmen/suppliers
- g. Drawings and Project Scope Inventory
  - i. As-Built Drawings
    1. The as-built drawing set will be the final drawing submittal and will be modified for the changes made during the construction process. Changes shall be clouded and a printed list of such changes shall be delivered with the drawings.

2. As-built drawings shall correctly represent all existing and discovered underground utilities at Sites, and shall be legible when printed.
        3. Must also contain single line diagrams
      - ii. Equipment Lists
        1. Final Project Scope Inventory, with all fields completed for accurate count, make, model, wattage/EER/SEER (as applicable)
        2. List of fixtures installed and quantity, type.
    - h. Operations and Maintenance Manuals
      - i. Equipment Specification Sheets
      - ii. Equipment Warranties
      - iii. Installation Manuals
      - iv. User or Operations & Maintenance Manuals
    - i. Completion Documents
      - i. Signed off Inspection cards
      - ii. DSA project closeout notification form or DSA 999 form if exempt: <https://www.apps.dgs.ca.gov/tracker/Appno.aspx>
      - iii. If DSA project, collect DSA close-out letter issued by DSA. Obtain Construction Change Directive from DSA if a change order was issued and approved post DSA approval
      - iv. Compliance Forms, Testing, Inspection, and Commissioning sheets as required by DSA including Title 24 Standards.
        1. Refer to Appendix A of the 2017 (or latest applicable version) Nonresidential Compliance Manual for all required testing and commissioning forms: [http://www.energy.ca.gov/title24/2013standards/nonresidential\\_manual.htm](http://www.energy.ca.gov/title24/2013standards/nonresidential_manual.htm)
        2. Refer to DSA's Energy Efficiency Regulations & Plan Review for School Construction including DSA 403-A and DSA 403-B: <http://www.dgs.ca.gov/dsa/Programs/progSustainability/energyregs.aspx>
      - v. Aggregated punch list completion lists
      - vi. Executed Incentive Forms (if applicable)
      - vii. Executed Incentive Form Support Files
      - viii. Recycling and disposal certificates
      - ix. Key Holder List
    - j. Site photographs (electronic version only, each file name should reflect location and unit in photo)
      - i. Each unit, including nameplate and other components
      - ii. Equipment and components installed (use a representative photo where installed equipment is not visible), as well as exteriors and interiors where work was completed.
      - iii. All other installed components

## EXHIBIT H

**CONTRACTOR'S PROJECT SCHEDULES.** Contractor shall provide the Preliminary Project Schedule and the Final Project Schedule, and updates and revisions thereto in electronic format. The schedules provided by Contractor shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required in the Specifications. Failure of the Contractor to provide Project Schedules in accordance with the Contract Documents, may, at the sole discretion of District, constitute either grounds to withhold, in whole or in part, progress payments to Contractor, or a material breach of the Agreement.

### PRELIMINARY PROJECT SCHEDULE

See the following schedule for key planning, design and construction milestones

	Start Date	Finish Date
<b>Project Award/NTP</b>	3/11/21	3/21/21
<b>Site Visits</b>	3/22/21	4/9/21
<b>Design</b>	4/12/21	5/24/21
<b>DSA Approval</b>	5/26/21	7/26/21
<b>Construction</b>	7/27/21	11/27/21
<b>Punchlist Completion</b>	11/29/21	12/11/21
<b>Close Out</b>	12/12/21	12/22/21

Key District Dates:

Insert description of 30/65/90 District design review

## **Scope of Work**

### **254 kW AC PV Carport System at Pierce HS**

Compass Energy Solutions (CES) conducted a detailed Solar PV Feasibility Study at Pierce HS to identify the most cost effective system that would match the layout, electrical demand and load profile at Pierce HS. Through the analysis and design phase CES has identified a 254 kW AC Solar PV Carport System at Pierce HS

The Solar PV Carport System will be a turnkey installation by CES. The system will be comprised of Tier 1 high efficiency Solar PV arrays and electrical equipment components generating a peak net Alternating Current (AC) electrical output of 254 kW at Pierce HS. The project investment is \$1,974,850 and will address the kWh usage.

#### **Compass Energy Solution services includes:**

1. Site survey
2. Photovoltaic System Design & Engineering
3. Competitive bid process
4. Qualification of potential vendors
5. Construction management
6. Commissioning
7. Training X2 up to 4 hours
8. Material warranties as offered by manufacturers
9. CES provides One year labor and material, backed by payment and performance bond
10. Monitor & Verification Performance
11. Any and all permits necessary to construct

#### **Solar PV Carport System includes:**

- 254 kW AC Solar Carport System at Pierce HS. The system will meet or exceed CSI efficiency standards to include: 98.5% Inverter efficiency & 20.1% Panel efficiency
- Tier 1 Hanwha Q Cell Peak Duo L-G8 430w Panels or equivalent
- Solectria Solar Inverters 50/60 kW or equivalent
- All wiring, conduits, hardware and all materials associated with the construction of the system
- South Carport, Faculty Carport and Busport will have a 12' height minimum
- 36" Concrete bases at structural steel columns
- Under canopy LED Lighting to meet DSA required illumination standard
- Panel degradation greater than 80% at 25 years per CSI requirements
- Structural steel to receive a corrosion resistant, hot dipped galvanized finish on columns, beams and perlins
- Structural engineering, architectural design and construction

- Geotechnical report
- ADA compliant restriping as it directly relates to the project
- Trenching and excavation for electrical conduit and structural steel.
- Saw cutting and patching of bituminous asphalt concrete (BAC) at excavation locations.
- PG&E Interconnect (Rule 21) coordination
- 3<sup>rd</sup> Party performance monitoring system with (10) year subscription, including any licenses and updates
- Stamped electrical drawings
- All permits and permit fees required for project
- Payment & Performance Bond
- Prevailing Wage Labor

**Exclusions:**

- Remediation of existing non-code compliant conditions.
- Upgrade of existing electrical distribution system or service
- Removal and/or remediation of hazardous materials.
- Structural deficiencies or upgrades.

**Project completion schedule:**

From receipt of DSA Final approved drawings to substantial completion is approximately 4 months.

**Warranty**

CES provides a one-year Material & Labor warranty from the date of substantial completion.

Manufacturers Warranties to include: Panel (12) year product and (25) year linear performance warranty.

Inverter has a (10) year warranty.

Compass will work with our installer to provide the District with a solution as it relates to any panel warranty/system issues. Compass and our installation team will research and identify any panel production/defect issues, either by using data monitoring system, or District's staff report, then coordinate with Hanwha to obtain replacement panels. Compass Energy is the Districts single point of contact for warranty & system issues.

**GENERAL ITEMS**

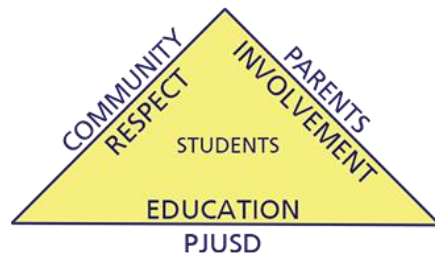
CES will provide equipment submittals for review and approval prior to ordering any new equipment, training and shall provide Operation & Maintenance Manuals at the completion of installation.



**ATTACHMENT C**  
**Compass Energy Solutions**  
**Project: Pierce USD**  
**Preliminary Schedule of Values**  
**March 4, 2021**

<b>Payment Schedule</b>	<b>Milestone</b>	<b>Application for Payment Amount</b>	<b>Retention (5%)</b>	<b>Amount Due</b>	<b>Invoice Date</b>
Total Project Cost	100%	\$1,974,850			
Mobilization	16.5%	\$325,850	\$16,293	\$309,558	4/1/21
<b>PROGRESS 1</b>					
Progress 1	50.0%	\$661,575	\$33,079	\$628,496	9/1/2021
<b>PROGRESS 2</b>					
Progress 2	75.0%	\$493,713	\$24,686	\$469,027	11/1/2021
<b>PROGRESS 3</b>					
Progress 3	95.0%	\$394,970	\$19,749	\$375,222	12/1/2021
<b>Retention</b>					
Retention Billing	100.0%	\$98,742	\$0	\$98,742	1/1/2022

**GENERAL CONDITIONS**  
**for**  
**CONTRACT OF CONSTRUCTION**



**FOR PIERCE HIGH SCHOOL TURNKEY PV CARPORT SYSTEM**

**Pierce Joint Unified School District**

**March 11, 2021**

**TABLE OF CONTENTS**

**ARTICLE 1**

**GENERAL CONDITIONS**..... 1

1.1 **BASIC DEFINITIONS**..... 1

1.1.1 **THE CONTRACT DOCUMENTS**..... 1

1.1.2 **THE CONTRACT**..... 1

1.1.3 **THE WORK** ..... 1

1.1.4 **THE PROJECT** ..... 2

1.1.5 **THE DRAWINGS** ..... 2

1.1.6 **THE SPECIFICATIONS** ..... 2

1.1.7 **THE PROJECT MANUAL** ..... 2

1.1.8 **OR**..... 2

1.1.9 **COMPLETION**..... 2

1.1.10 **COMPLETION OF THE PROJECT**..... 3

1.2 **EXECUTION, CORRELATION AND INTENT** .....3

1.2.1 **CORRELATION AND INTENT** ..... 3

    1.2.1.1 *Documents Complementary and Inclusive.* ..... 3

    1.2.1.2 *Coverage of the Drawings and Specifications.* ..... 3

    1.2.1.3 *Conflicts.*..... 3

    1.2.1.4 *Conformance With Laws.* ..... 3

    1.2.1.5 *Ambiguity.* ..... 4

    1.2.1.6 *Execution.*..... 4

1.2.2 **ADDENDA AND DEFERRED APPROVALS**..... 5

    1.2.2.1 *Addenda.* ..... 5

    1.2.2.2 *Deferred Approvals.* ..... 5

1.2.3 **SPECIFICATION INTERPRETATION**..... 5

    1.2.3.1 *Titles.* ..... 5

    1.2.3.2 *As Shown, Etc.* ..... 5

    1.2.3.3 *Provide.* ..... 5

    1.2.3.4 *General Conditions.* ..... 5

    1.2.3.5 *Abbreviations.*..... 5

    1.2.3.6 *Plural.* ..... 5

    1.2.3.7 *Metric.*..... 5

    1.2.3.8 *Standard Specifications.* ..... 6

    1.2.3.9 *Absence of Modifiers.* ..... 6

1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.** ..... 6

**ARTICLE 2** ..... 6

**OWNER**..... 6

2.1 **DEFINITION** ..... 6

2.2 **INFORMATION AND SERVICES REQUIRED OF THE OWNER**..... 7

    2.2.1 **[INTENTIONALLY LEFT BLANK]** ..... 7

    2.2.2 **SITE SURVEY**..... 7

    2.2.3 **SOILS**..... 7

2.2.3.1	<i>Owner Furnished Services.</i>	7
2.2.3.2	<i>Contractor Reliance.</i>	7
2.2.4	<b>UTILITY SURVEY</b>	8
2.2.5	<b>INFORMATION</b>	8
2.2.6	<b>EXISTING UTILITY LINES; REMOVAL, RELOCATION.</b>	8
2.2.6.1	<i>Removal, Relocation.</i>	8
2.2.6.2	<i>Assessment.</i>	8
2.2.6.3	<i>Notification.</i>	8
2.2.6.4	<i>Underground Utility Clearance.</i>	8
2.2.7	<b>EASEMENTS</b>	9
2.2.8	<b>REASONABLE PROMPTNESS</b>	9
2.2.9	<b>COPIES FURNISHED</b>	9
2.2.10	<b>DUTIES CUMULATIVE</b>	9
2.3	<b>OWNER'S RIGHT TO STOP THE WORK.</b>	9
2.4	<b>OWNER'S RIGHT TO CARRY OUT THE WORK.</b>	9
	<b>ARTICLE 3</b>	10
	<b>THE CONTRACTOR</b>	10
3.1	<b>DEFINITION</b>	10
3.2	<b>SUPERVISION AND CONSTRUCTION PROCEDURES</b>	10
3.2.1	<b>CONTRACTOR</b>	10
3.2.2	<b>CONTRACTOR RESPONSIBILITY</b>	11
3.2.3	<b>OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS</b>	11
3.2.4	<b>CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK</b>	11
3.2.5	<b>PROJECT MEETINGS</b>	11
3.3	<b>SUPERINTENDENT</b>	12
3.3.1	<b>FULL TIME SUPERINTENDENT</b>	12
3.3.2	<b>STAFF</b>	12
3.3.3	<b>RIGHT TO REMOVE</b>	12
3.4	<b>LABOR AND MATERIALS</b>	12
3.4.1	<b>CONTRACTOR TO PROVIDE</b>	12
3.4.2	<b>QUALITY</b>	12
3.4.3	<b>REPLACEMENT</b>	13
3.4.4	<b>DISCIPLINE</b>	13
3.5	<b>WARRANTY</b>	13
3.6	<b>TAXES</b>	13
3.7	<b>PERMITS, FEES AND NOTICES</b>	13
3.7.1	<b>PAYMENT</b>	13
3.7.2	<b>COMPLIANCE</b>	13
3.7.3	<b>CONTRACT DOCUMENTS</b>	14
3.7.4	<b>RESPONSIBILITY</b>	14
3.8	<b>ALLOWANCES</b>	14
3.8.1	<b>CONTRACT</b>	14
3.8.2	<b>SCOPE</b>	14
3.8.2.1	<i>Prompt Selection.</i>	14
3.8.2.2	<i>Cost.</i>	14
3.8.2.3	<i>Cost Included in Contract Sum.</i>	14

3.8.2.4	<i>Contract Sum Adjustment</i> .....	14
3.9	<b>CONTRACTOR'S CONSTRUCTION SCHEDULES</b> .....	15
3.9.1	<b>REQUIREMENTS</b> .....	15
3.9.2	<b>DSA OVERSIGHT PROCESS</b> .....	17
3.9.3	<b>FAILURE TO MEET REQUIREMENTS</b> .....	17
3.10	<b>DOCUMENTS AND SAMPLES AT THE SITE</b> .....	17
3.11	<b>SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES</b> .....	18
3.11.1	<b>SUBMITTALS DEFINED</b> .....	18
3.11.1.1	<i>Shop Drawings</i> .....	18
3.11.1.2	<i>Samples</i> .....	18
3.11.1.3	<i>Contractor's Responsibility</i> .....	18
3.11.1.4	<i>Extent of Review</i> .....	19
3.11.2	<b>DRAWING SUBMISSION PROCEDURE</b> .....	19
3.11.2.1	<i>Transmittal Letter and Other Requirements</i> .....	19
3.11.2.2	<i>Copies Required</i> .....	20
3.11.2.3	<i>Corrections</i> .....	20
3.11.2.4	<i>Approval Prior to Commencement of Work</i> .....	20
3.11.3	<b>SAMPLE SUBMISSIONS PROCEDURE</b> .....	20
3.11.3.1	<i>Samples Required</i> .....	20
3.11.3.2	<i>Labels and Instructions</i> .....	20
3.11.3.3	<i>Architect's Review</i> .....	20
3.11.3.4	<i>Record Drawings and Annotated Specifications</i> .....	21
3.11.3.5	<i>Equipment Manuals</i> .....	21
3.11.3.6	<i>Owner's Property</i> .....	21
3.11.4	<b>SUBSTITUTIONS</b> .....	21
3.11.4.1	<i>One Product Specified</i> .....	21
3.11.4.2	<i>Two or More Products Specified</i> .....	22
3.11.4.3	<i>Substitution Request Form</i> .....	22
3.11.4.4	<i>List of Manufacturers and Products Required</i> .....	22
3.11.5	<b>DEFERRED APPROVALS</b> .....	23
3.12	<b>CUTTING AND PATCHING</b> .....	23
3.12.1	<b>SCOPE</b> .....	23
3.12.2	<b>CONSENT</b> .....	23
3.12.3	<b>STRUCTURAL MEMBERS</b> .....	23
3.12.4	<b>SUBSEQUENT REMOVAL</b> .....	23
3.13	<b>CLEANING UP</b> .....	24
3.13.1	<b>CONTRACTOR'S RESPONSIBILITY</b> .....	24
3.13.2	<b>FAILURE TO CLEANUP</b> .....	24
3.13.3	<b>CONSTRUCTION BUILDINGS</b> .....	24
3.14	<b>ACCESS TO WORK</b> .....	24
3.15	<b>ROYALTIES AND PATENTS</b> .....	24
3.15.1	<b>PAYMENT AND INDEMNITY</b> .....	24
3.15.2	<b>REVIEW</b> .....	25
3.16	<b>INDEMNIFICATION</b> .....	25
3.16.1	<b>SCOPE: CONTRACTOR</b> .....	25
3.16.2	<b>SCOPE: SUBCONTRACTORS</b> .....	26

3.16.2.1	<i>Indemnity</i> .....	26
3.16.2.2	<i>Joint and Several Liability</i> .....	26
3.16.3	NO LIMITATION.....	26
3.17	OWNER AS INTENDED BENEFICIARY .....	27
3.18	NOTICE OF EXCUSE FOR NONPERFORMANCE.....	27
<b>ARTICLE 4</b> .....		27
<b>ADMINISTRATION OF THE CONTRACT</b> .....		27
4.1	<b>ARCHITECT</b> .....	27
4.1.1	DEFINITION.....	27
4.1.2	MODIFICATION.....	27
4.1.3	TERMINATION.....	27
4.2	<b>ARCHITECT'S ADMINISTRATION OF THE CONTRACT</b> .....	28
4.2.1	STATUS.....	28
4.2.2	SITE VISITS .....	28
4.2.3	LIMITATIONS OF CONSTRUCTION RESPONSIBILITY .....	28
4.2.4	COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION .....	28
4.2.5	PAYMENT APPLICATIONS.....	28
4.2.6	REJECTION OF WORK .....	28
4.2.7	CHANGE ORDERS .....	29
4.2.8	WARRANTIES UPON COMPLETION .....	29
4.2.9	INTERPRETATION .....	29
4.2.10	ADDITIONAL INSTRUCTIONS .....	29
4.2.10.1	<i>Architect's Interpretations and Decisions</i> .....	29
4.2.10.2	<i>Typical Parts and Sections</i> .....	30
4.2.10.3	<i>Dimensions</i> .....	30
4.3	<b>INSPECTOR OF RECORD</b> .....	30
4.3.1	GENERAL .....	30
4.3.2	INSPECTOR OF RECORD'S DUTIES .....	30
4.3.3	INSPECTOR'S AUTHORITY TO REJECT OR STOP WORK.....	30
4.3.4	INSPECTOR OF RECORD'S FACILITIES.....	<b>Error! Bookmark not defined.</b>
4.4	<b>RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES</b> .....	31
4.5	<b>NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS</b> .....	31
4.5.1	NOTICE OF POTENTIAL CHANGE.....	32
4.5.2	CHANGE ORDERS REQUESTS .....	32
4.5.3	DEFINITION OF CLAIM .....	34
4.5.4	TIME FOR SUBMITTING CLAIM; WAIVER.....	34
4.5.5	CONTENT OF CLAIM.....	35
4.5.5.1	<i>Claim Format; Waiver</i> .....	35
4.5.5.2	<i>Claims for Additional Money</i> .....	36
4.5.5.3	<i>Claims for Additional Time</i> .....	37
4.5.5.3.1	<i>Notice of Extent of Claim</i> .....	37
4.5.5.3.2	<i>Unusually Severe Weather Claims</i> .....	37
4.5.5.4	<i>"Pass Through" Claims</i> .....	37
4.5.6	PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204).....	38

4.5.6.1	<i>Claims</i> .....	38
4.5.6.2	<i>Meet and Confer</i> .....	38
4.5.6.3	<i>Government Code Claim</i> .....	39
4.5.7	<b>CONTINUING CONTRACT PERFORMANCE</b> .....	40
4.5.8	<b>CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS</b> .....	40
4.5.8.1	<i>Trenches or Excavations Less Than Four Feet Below the Surface</i> .....	40
4.5.8.2	<i>Trenches or Excavations Greater Than Four Feet Below the Surface</i> .....	40
4.5.9	<b>INJURY OR DAMAGE TO PERSON OR PROPERTY</b> .....	41
	<b>ARTICLE 5</b> .....	41
	<b>SUBCONTRACTORS</b> .....	41
5.1	<b>DEFINITIONS</b> .....	41
5.1.1	<b>SUBCONTRACTOR</b> .....	41
5.1.2	<b>SUB-SUBCONTRACTOR</b> .....	42
5.1.3	<b>SPECIALTY CONTRACTORS</b> .....	42
5.2	<b>AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK</b> .....	42
5.2.1	<b>ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER</b> .....	42
5.2.2	<b>GROUND FOR SUBSTITUTION</b> .....	42
5.2.2.1	<i>No Change in Contract</i> .....	43
5.2.2.2	<i>Substitution Due to Clerical Error</i> .....	43
5.3	<b>SUBCONTRACTUAL RELATIONS</b> .....	44
5.4	<b>CONTINGENT ASSIGNMENT OF SUBCONTRACTS</b> .....	44
5.5	<b>SUBCONTRACTOR'S RESPONSIBILITIES</b> .....	45
5.5.1	<b>SUPERVISION BY SUBCONTRACTORS</b> .....	45
5.5.2	<b>DISCIPLINE AND ORDER</b> .....	45
5.5.3	<b>DEFECTS DISCOVERED</b> .....	45
5.5.4	<b>SUBCONTRACTOR INFORMATION</b> .....	45
5.5.5	<b>TEMPORARY STRUCTURES</b> .....	45
5.5.6	<b>CHARGES TO SUBCONTRACTOR</b> .....	46
5.5.7	<b>FINES IMPOSED</b> .....	46
5.5.8	<b>PROJECT SIGNS</b> .....	46
5.5.9	<b>REMEDIES FOR FAILURE TO PERFORM</b> .....	46
5.5.10	<b>DISPUTES NOT TO AFFECT WORK</b> .....	47
5.5.11	<b>APPLICATION FOR PAYMENT</b> .....	47
5.5.12	<b>COMPLIANCE WITH PROCEDURES</b> .....	47
5.5.13	<b>ON-SITE RECORD KEEPING</b> .....	47
5.5.14	<b>NON-EXCLUSIVE OBLIGATIONS</b> .....	47
	<b>ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</b> ...	48
6.1	<b>OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS</b> .....	48
6.1.1	<b>OWNER'S RIGHTS</b> .....	48
6.1.2	<b>DESIGNATION AS CONTRACTOR</b> .....	48
6.1.3	<b>CONTRACTOR DUTIES</b> .....	48
6.1.4	<b>OWNER OBLIGATIONS</b> .....	48
6.2	<b>MUTUAL RESPONSIBILITY</b> .....	48
6.2.1	<b>DELIVERY AND STORAGE</b> .....	48

6.2.2	NOTICE BY CONTRACTOR .....	49
6.2.3	COSTS INCURRED .....	49
6.2.4	CORRECTION OF DAMAGE .....	49
6.3	OWNER'S RIGHT TO CLEAN UP .....	49
	<b>ARTICLE 7 .....</b>	<b>50</b>
	<b>CHANGES IN THE WORK.....</b>	<b>50</b>
7.1	<b>CHANGES.....</b>	<b>50</b>
7.1.1	NO CHANGES WITHOUT AUTHORIZATION.....	50
7.1.2	ARCHITECT AUTHORITY TO ORDER MINOR CHANGES.....	50
7.2	<b>CHANGE ORDERS ("CO") .....</b>	<b>50</b>
7.3	<b>CONSTRUCTION CHANGE DIRECTIVES ("CCD").....</b>	<b>51</b>
7.3.1	DEFINITION.....	51
7.3.2	USE TO DIRECT CHANGE .....	51
7.4	<b>REQUEST FOR INFORMATION ("RFI") .....</b>	<b>51</b>
7.4.1	DEFINITION.....	51
7.4.2	SCOPE .....	52
7.4.3	RESPONSE TIME .....	52
7.4.4	COSTS INCURRED .....	52
7.5	<b>REQUEST FOR PROPOSAL ("RFP") .....</b>	<b>52</b>
7.5.1	DEFINITION.....	52
7.5.2	SCOPE .....	53
7.6	<b>CHANGE ORDER REQUEST ("COR") .....</b>	<b>53</b>
7.6.1	DEFINITION.....	53
7.6.2	CHANGES IN PRICE.....	53
7.6.3	CHANGES IN TIME .....	53
7.7	<b>PRICE OF CHANGE ORDERS .....</b>	<b>53</b>
7.7.1	SCOPE .....	53
7.7.2	DETERMINATION OF COST.....	53
7.7.3	FORMAT FOR PROPOSED COST CHANGE.....	56
7.7.4	DISCOUNTS, REBATES, AND REFUNDS.....	56
7.7.5	ACCOUNTING RECORDS .....	57
7.7.6	NOTICE REQUIRED .....	58
7.7.7	APPLICABILITY TO SUBCONTRACTORS .....	58
7.8	<b>WAIVER OF RIGHT TO CLAIM MONEY OR TIME .....</b>	<b>58</b>
	<b>ARTICLE 8 TIME.....</b>	<b>58</b>
8.1	<b>DEFINITIONS .....</b>	<b>58</b>
8.1.1	CONTRACT TIME.....	58
8.1.2	NOTICE TO PROCEED .....	58
8.1.3	DAYS .....	58
8.2	<b>HOURS OF WORK.....</b>	<b>59</b>
8.2.1	SUFFICIENT FORCES.....	59
8.2.2	PERFORMANCE DURING WORKING HOURS .....	59
8.2.3	LABOR CODE APPLICATION.....	59
8.2.4	COSTS FOR AFTER HOURS INSPECTIONS.....	59
8.2.5	TIME FOR COMMENCEMENT BY SUBCONTRACTORS.....	60
8.3	<b>PROGRESS AND COMPLETION .....</b>	<b>60</b>



8.3.1	TIME OF THE ESSENCE .....	60
8.3.2	NO COMMENCEMENT WITHOUT INSURANCE .....	60
8.3.3	EXPEDITIOUS COMPLETION.....	60
8.4	<b>EXTENSIONS OF TIME - LIQUIDATED DAMAGES</b> .....	60
8.4.1	CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK ONLY (EXCUSABLE DELAY) .....	60
8.4.2	COMPENSABLE DELAY (TIME AND MONEY).....	61
8.4.3	NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY .....	61
8.4.4	EARLY COMPLETION .....	61
8.4.5	LIQUIDATED DAMAGES .....	61
8.5	GOVERNMENT APPROVALS.....	62
	<b>ARTICLE 9</b> .....	63
	<b>PAYMENTS AND COMPLETION</b> .....	63
9.1	CONTRACT SUM.....	63
9.2	COST BREAKDOWN.....	63
9.2.1	REQUIRED INFORMATION .....	63
9.2.2	OWNER ACCEPTANCE REQUIRED.....	63
9.3	<b>APPLICATIONS FOR PAYMENT</b> .....	64
9.3.1	PROCEDURE .....	64
9.3.2	PURCHASE OF MATERIALS AND EQUIPMENT .....	65
9.3.3	WARRANTY OF TITLE .....	65
9.4	<b>REVIEW OF PROGRESS PAYMENT</b> .....	65
9.4.1	OWNER ACCEPTANCE .....	65
9.4.2	OWNER'S REVIEW.....	65
9.5	<b>DECISIONS TO WITHHOLD PAYMENT</b> .....	66
9.5.1	REASONS TO WITHHOLD PAYMENT .....	66
9.5.3	PAYMENT AFTER CURE.....	68
9.5.3	OVERPAYMENT AND/OR FAILURE TO WITHHOLD.....	68
9.6	<b>PROGRESS PAYMENTS</b> .....	68
9.6.1	PAYMENTS TO CONTRACTOR.....	68
9.6.2	PAYMENTS TO SUBCONTRACTORS.....	69
9.6.3	PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION .....	69
9.6.4	NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT .....	69
9.6.5	PAYMENT TO SUPPLIERS .....	69
9.6.6	PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE.....	69
9.6.7	JOINT CHECKS.....	70
9.7	<b>COMPLETION OF THE WORK</b> .....	70
9.7.1	CLOSE-OUT PROCEDURES .....	70
9.7.2	COSTS OF MULTIPLE INSPECTIONS .....	70
9.8	<b>PARTIAL OCCUPANCY OR USE</b> .....	71
9.9	<b>FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION</b> .....	71
9.9.1	FINAL APPLICATION FOR PROGRESS PAYMENT .....	71
9.9.2	PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT.....	71
9.9.3	RELEASE OF RETAINAGE .....	72
9.10	<b>SUBSTITUTION OF SECURITIES</b> .....	72

<b>ARTICLE 10</b> .....	73
<b>PROTECTION OF PERSONS AND PROPERTY</b> .....	73
10.1 <b>SAFETY PRECAUTIONS AND PROGRAMS</b> .....	73
10.1.1 <b>CONTRACTOR RESPONSIBILITY</b> .....	73
10.1.2 <b>SUBCONTRACTOR RESPONSIBILITY</b> .....	73
10.1.3 <b>COOPERATION</b> .....	73
10.1.4 <b>ACCIDENT REPORTS</b> .....	74
10.1.5 <b>FIRST-AID SUPPLIES AT SITE</b> .....	74
10.2 <b>SAFETY OF PERSONS AND PROPERTY</b> .....	74
10.2.1 <b>THE CONTRACTOR</b> .....	74
10.2.2 <b>CONTRACTOR NOTICES</b> .....	74
10.2.3 <b>SAFETY BARRIERS AND SAFEGUARDS</b> .....	74
10.2.4 <b>USE OR STORAGE OF HAZARDOUS MATERIAL</b> .....	74
10.2.5 <b>FINGERPRINTING</b> .....	75
10.3 <b>PROTECTION OF WORK AND PROPERTY</b> .....	75
10.3.1 <b>PROTECTION OF WORK</b> .....	75
10.3.2 <b>PROTECTION FOR ELEMENTS</b> .....	75
10.3.3 <b>SHORING AND STRUCTURAL LOADING</b> .....	75
10.3.4 <b>CONFORMANCE WITHIN ESTABLISHED LIMITS</b> .....	76
10.3.5 <b>SUBCONTRACTOR ENFORCEMENT OF RULES</b> .....	76
10.3.6 <b>SITE ACCESS</b> .....	76
10.3.7 <b>PROTECTION OF MATERIALS</b> .....	76
10.4 <b>EMERGENCIES</b> .....	76
10.4.1 <b>EMERGENCY ACTION</b> .....	76
10.4.2 <b>ACCIDENT REPORTS</b> .....	76
10.5 <b>HAZARDOUS MATERIALS</b> .....	77
10.5.1 <b>DISCOVERY OF HAZARDOUS MATERIALS</b> .....	77
10.5.2 <b>HAZARDOUS MATERIAL WORK LIMITATIONS</b> .....	77
10.5.3 <b>INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY</b> <b>CONTRACTOR</b> .....	77
10.5.4 <b>INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY</b> <b>CONTRACTOR</b> .....	78
10.5.5 <b>TERMS OF HAZARDOUS MATERIAL PROVISION</b> .....	78
10.5.6 <b>ARCHEOLOGICAL MATERIALS</b> .....	78
<b>ARTICLE 11</b> .....	78
<b>INSURANCE AND BONDS</b> .....	78
11.1 <b>CONTRACTOR'S LIABILITY INSURANCE</b> .....	78
11.1.1 <b>LIABILITY INSURANCE REQUIREMENTS</b> .....	78
11.1.2 <b>SUBCONTRACTOR INSURANCE REQUIREMENTS</b> .....	79
11.1.3 <b>OWNER'S INSURANCE</b> .....	80
11.1.4 <b>ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS</b> .....	80
11.1.5 <b>WORKERS' COMPENSATION INSURANCE</b> .....	80
11.1.6 <b>BUILDER'S RISK/"ALL RISK" INSURANCE</b> .....	80
11.1.6.1 <b>COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS</b> .....	80
11.1.7 <b>CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE</b> .....	81
11.1.8 <b>FIRE INSURANCE</b> .....	81

11.1.9	<b>OTHER INSURANCE</b>	81
11.1.10	<b>PROOF OF CARRIAGE OF INSURANCE</b>	81
11.1.11	<b>COMPLIANCE</b>	82
11.2	<b>PERFORMANCE AND PAYMENT BONDS</b>	82
11.2.1	<b>BOND REQUIREMENTS</b>	82
11.2.2	<b>SURETY QUALIFICATION</b>	83
	<b>ARTICLE 12</b>	83
	<b>UNCOVERING AND CORRECTION OF WORK</b>	83
12.1	<b>UNCOVERING OF WORK</b>	83
12.1.1	<b>UNCOVERING WORK FOR REQUIRED INSPECTIONS</b>	83
12.1.2	<b>COSTS FOR INSPECTIONS NOT REQUIRED</b>	83
12.2	<b>CORRECTION OF WORK; WARRANTY</b>	84
12.2.1	<b>CORRECTION OF REJECTED WORK</b>	84
12.2.2	<b>REMOVAL OF NONCONFORMING WORK</b>	84
12.2.3	<b>OWNER’S RIGHTS IF CONTRACTOR FAILS TO CORRECT</b>	84
12.2.4	<b>COST OF CORRECTING THE WORK</b>	84
12.2.5	<b>WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)</b>	84
12.2.6	<b>NO TIME LIMITATION</b>	85
12.3	<b>NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT</b>	85
	<b>ARTICLE 13</b>	85
	<b>MISCELLANEOUS PROVISIONS</b>	85
13.1	<b>GOVERNING LAW</b>	85
13.2	<b>SUCCESSORS AND ASSIGNS</b>	85
13.3	<b>WRITTEN NOTICE</b>	86
13.4	<b>RIGHTS AND REMEDIES</b>	86
13.4.1	<b>DUTIES AND OBLIGATIONS CUMULATIVE</b>	86
13.4.2	<b>NO WAIVER</b>	86
13.5	<b>TESTS AND INSPECTIONS</b>	86
13.5.1	<b>COMPLIANCE</b>	86
13.5.2	<b>INDEPENDENT TESTING LABORATORY</b>	86
13.5.3	<b>ADVANCE NOTICE TO INSPECTOR OF RECORD</b>	87
13.5.4	<b>TESTING OFF-SITE</b>	87
13.5.5	<b>ADDITIONAL TESTING OR INSPECTION</b>	87
13.5.6	<b>COSTS FOR RETESTING</b>	87
13.5.7	<b>COSTS FOR PREMATURE TEST</b>	87
13.5.8	<b>TESTS OR INSPECTIONS NOT TO DELAY WORK</b>	87
13.6	<b>[INTENTIONALLY LEFT BLANK]</b>	88
13.7	<b>TRENCH EXCAVATION</b>	88
13.7.1	<b>TRENCHES GREATER THAN FIVE FEET</b>	88
13.7.2	<b>EXCAVATION SAFETY</b>	88
13.7.3	<b>NO TORT LIABILITY OF OWNER</b>	88
13.7.4	<b>NO EXCAVATION WITHOUT PERMITS</b>	88
13.8	<b>WAGE RATES</b>	88
13.8.1	<b>WAGE RATES</b>	88
13.8.2	<b>HOLIDAY AND OVERTIME PAY</b>	89
13.8.3	<b>WAGE RATES NOT AFFECTED BY SUBCONTRACTS</b>	89

13.8.4	<b>CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION</b>	89
13.8.5	<b>FORFEITURE AND PAYMENTS</b>	89
13.8.6	<b>MINIMUM WAGE RATES</b>	89
13.8.7	<b>PER DIEM WAGES</b>	90
13.8.8	<b>POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES</b>	90
13.9	<b>RECORD OF WAGES PAID: INSPECTION</b>	90
13.9.1	<b>APPLICATION OF LABOR CODE</b>	90
13.10	<b>APPRENTICES</b>	92
13.10.1	<b>APPRENTICE WAGES AND DEFINITIONS</b>	92
13.10.2	<b>APPRENTICE LABOR POOL</b>	92
13.10.3	<b>JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS</b>	93
13.10.4	<b>JOURNEYMAN/APPRENTICE RATIO</b>	93
13.10.4.1	<i>Apprenticeable Craft or Trade</i>	94
13.10.5	<b>RATIO EXEMPTION</b>	94
13.10.6	<b>APPRENTICE FUND</b>	94
13.10.7	<b>PRIME CONTRACTOR COMPLIANCE</b>	95
13.10.8	<b>DECISIONS OF JOINT APPRENTICESHIP COMMITTEE</b>	95
13.10.9	<b>NO BIAS</b>	95
13.10.10	<b>VIOLATION OF LABOR CODE</b>	95
13.11	<b>ASSIGNMENT OF ANTITRUST CLAIMS</b>	96
13.11.1	<b>APPLICATION</b>	96
13.11.2	<b>ASSIGNMENT OF CLAIM</b>	96
13.12	<b>AUDIT</b>	96
13.13	<b>STORM WATER DISCHARGE PERMIT</b>	97
	<b>ARTICLE 14</b>	97
	<b>TERMINATION OR SUSPENSION OF THE CONTRACT</b>	97
14.1	<b>TERMINATION BY THE CONTRACTOR FOR CAUSE</b>	97
14.2	<b>TERMINATION BY THE OWNER FOR CAUSE</b>	97
14.2.1	<b>GROUND FOR TERMINATION</b>	97
14.2.2	<b>NOTIFICATION OF TERMINATION</b>	98
14.2.3	<b>PAYMENTS WITHHELD</b>	98
14.2.4	<b>PAYMENTS UPON COMPLETION</b>	98
14.2.5	<b>INCLUSION OF TERMINATION FOR CONVENIENCE</b>	99
14.3	<b>SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE</b>	99
14.3.1	<b>SUSPENSION BY OWNER</b>	99
14.3.1.1	<i>Adjustments</i>	99
14.3.1.2	<i>Adjustments for Fixed Cost</i>	99
14.3.2	<b>TERMINATION BY THE OWNER FOR CONVENIENCE</b>	99
14.4	<b>NOT A WAIVER</b>	100
14.5	<b>MUTUAL TERMINATION FOR CONVENIENCE</b>	100
14.6	<b>EARLY TERMINATION</b>	100

## **ARTICLE 1**

### **GENERAL CONDITIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Contract Sum Proposal (as updated), addenda issued, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

##### **1.1.2 THE CONTRACT**

The Contract Documents 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 not be construed to create a contractual relationship of any kind between the Architect and Contractor, between any construction manager and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

##### **1.1.3 THE WORK**

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on 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 Sum Proposal documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

#### 1.1.4 **THE PROJECT**

The Project is the total construction of the Work performed in accordance with the Contract Documents plus construction by separate contractors. Where applicable, the Project may also include construction by the Owner.

#### 1.1.5 **THE DRAWINGS**

The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Work 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.

#### 1.1.6 **THE SPECIFICATIONS**

The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

#### 1.1.7 **THE PROJECT MANUAL**

The Project Manual is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

#### 1.1.8 **OR**

"Or" shall include "and/or."

#### 1.1.9 **COMPLETION**

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance of the Work shall not constitute "Completion" or "Complete".

## 1.1.10 COMPLETION OF THE PROJECT

For purposes of accrual of liquidated damages for delays to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance of the entire Project shall not constitute *completion* or *complete*.

## 1.2 EXECUTION, CORRELATION AND INTENT

### 1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws,

ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Owner, Architect and any construction manager in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Owner, Architect and any construction manager, including but not limited to as the result of any review of the plans and specifications by Contractor required by Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 **Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Work requirements. Contractor shall immediately notify any construction manager, Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 **Execution.** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.



## 1.2.2 ADDENDA AND DEFERRED APPROVALS

1.2.2.1 **Addenda.** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 **Deferred Approvals.** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

## 1.2.3 SPECIFICATION INTERPRETATION

1.2.3.1 **Titles.** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

1.2.3.2 **As Shown, Etc.** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 **Provide.** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 **General Conditions.** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 **Abbreviations.** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 **Plural.** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 **Metric.** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 **Standard Specifications.** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date of the Contract Sum Proposal. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Work, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 **Absence of Modifiers.** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 **OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS.** The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner or any construction manager, upon request upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Work. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Work is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

## **ARTICLE 2**

### **OWNER**

#### **2.1 DEFINITION**

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the

Owner and/or the Owner's authorized representative, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

## 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

### 2.2.1 INTENTIONALLY LEFT BLANK

### 2.2.2 SITE SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and Site work shall be provided by the Contractor.

### 2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Work, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

#### 2.2.4 UTILITY SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths. Contractor shall perform an independent third party underground utility survey to identify any other utilities that may be in conflict with proposed work.

#### 2.2.5 INFORMATION

Upon the request of the Contractor, Owner or any construction manager will make available such existing information regarding utility services and Site features, including existing construction, related to the Work as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon and must question in writing to the Owner, Architect and any construction manager any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

#### 2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 **Removal, Relocation.** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 **Assessment.** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 **Notification.** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 **Underground Utility Clearance.** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground

Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to any construction manager and the Owner.

#### **2.2.7 EASEMENTS**

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

#### **2.2.8 REASONABLE PROMPTNESS**

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

#### **2.2.9 COPIES FURNISHED**

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

#### **2.2.10 DUTIES CUMULATIVE**

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

### **2.3 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to paragraph 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

### **2.4 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractors' failure or refusal to perform. Owner may withhold that amount from the retention or progress payments due the Contractor pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

### **ARTICLE 3**

#### **THE CONTRACTOR**

##### **3.1 DEFINITION**

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

##### **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

###### **3.2.1 CONTRACTOR**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

If part of the Project is performed by other contractors Owner directly retains, and the Owner does not retain a construction manager for the Project, Contractor shall be responsible for the coordination and sequencing of its Work with those other contractors so as to avoid any impact on the Contract schedule pursuant to the requirements of Article 6. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.4.

If part of the Project is performed by other contractors Owner directly retains, and Owner retains a construction manager, the Owner and construction manager shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the

Owner's, and any construction manager's, construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences within a given activity or set of activities. Contractor shall not commit, or permit, any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

### **3.2.2 CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible to the Owner 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.

### **3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager, the Architect, or the Inspector of Record, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK**

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

### **3.2.5 PROJECT MEETINGS**

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and the Project the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

### 3.3 **SUPERINTENDENT**

#### 3.3.1 **FULL TIME SUPERINTENDENT**

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

#### 3.3.2 **STAFF**

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; 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 keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

#### 3.3.3 **RIGHT TO REMOVE**

Owner shall have the right, but not the obligation, to require the removal from the Work of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

### 3.4 **LABOR AND MATERIALS**

#### 3.4.1 **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, utilities, transportation, and other facilities and services 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. Owner shall have no responsibility for security of, or repair or replacement costs of, any and all material, equipment, tools, construction equipment, and machinery provided by Contractor pursuant to this Subsection.

#### 3.4.2 **QUALITY**

Unless otherwise specified, all materials and equipment to be permanently installed in the Work shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.



### 3.4.3 **REPLACEMENT**

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

### 3.4.4 **DISCIPLINE**

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Work.

### 3.5 **WARRANTY**

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5 and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### 3.6 **TAXES**

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

### 3.7 **PERMITS, FEES AND NOTICES**

#### 3.7.1 **PAYMENT**

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

#### 3.7.2 **COMPLIANCE**

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

### 3.7.3 **CONTRACT DOCUMENTS**

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

### 3.7.4 **RESPONSIBILITY**

If the Contractor performs work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

## 3.8 **ALLOWANCES**

### 3.8.1 **CONTRACT**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

### 3.8.2 **SCOPE**

3.8.2.1 **Prompt Selection.** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 **Cost.** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 **Cost Included in Contract Sum.** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 **Contract Sum Adjustment.** Whenever costs are less than allowances, the Contract Sum shall be adjusted accordingly by Change Order subject to Owner agreement. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

### 3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULES**

#### 3.9.1 **REQUIREMENTS**

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information a preliminary baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule of the Work that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

Contractor shall cooperate in the Owner and any construction manager's development of a master schedule for the Project based on Contractor's preliminary schedule for the Work and the preliminary schedules submitted by the other contractors on the Project. When presented by the Owner with a baseline master schedule for the Project that incorporates, to the extent reasonably possible, the Contractor's preliminary schedule, or with an updated master schedule for the Project that incorporates, to the extent reasonably possible, the Contractor's updated schedule, Contractor shall review and approve the master schedule within three business days.

The schedule and updates shall conform, at a minimum, to industry standards for critical path scheduling and shall facilitate Owner's Work and Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for Completion of the remainder of the Work, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Work including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Work. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a “first come, first served” basis. The original schedule and updates shall reflect Contractor’s and Owner’s use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Work resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor’s method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner’s opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time (as adjusted by change orders), or if the Contractor’s actual progress falls behind the Work schedule or it is apparent to Owner or Contractor that Contractor will not meet contractual milestones or Complete the Work within the Contract Time (as adjusted by change orders), the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a revised schedule that gets the Work back on schedule and Completes all Work by the contractual milestones and within the Contract Time (as adjusted by change orders) or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

I, \_\_\_\_\_[name of declarant], declare the following:

\_\_\_\_\_ [Contractor company name] has entered into a Contract with \_\_\_\_\_ [public entity name] on the \_\_\_\_\_ [name of project] Project. \_\_\_\_\_ [Contractor company name] authorized me to prepare the schedules for \_\_\_\_\_ [public entity name] for \_\_\_\_\_ [Contractor company name] Work on the Contract, and I prepared the attached schedule. I am the most knowledgeable person at \_\_\_\_\_ [Contractor company name] regarding the scheduling of the Work for this Contract.

The attached schedule does not breach the Contract between \_\_\_\_\_ [Contractor company name] and \_\_\_\_\_ [public entity name] for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of

schedules, only contains truthful and accurate as-built and as-planned dates of work on the Contract (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or \_\_\_\_\_ [Contractor company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for \_\_\_\_\_ [Contractor company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_ [name of declarant]

### **3.9.2 DSA OVERSIGHT PROCESS**

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

### **3.9.3 FAILURE TO MEET REQUIREMENTS**

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

### **3.10 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at the Site for the Owner and any construction manager one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and any construction manager and shall be delivered to the Owner, or any construction manager for delivery to the Owner, upon completion of the Work.

### 3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

#### 3.11.1 SUBMITTALS DEFINED

3.11.1.1 **Shop Drawings.** The term "shop drawings" as used herein means drawings, diagrams, 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. The Contractor shall obtain and submit with the 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. As used herein, the term "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.

3.11.1.2 **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 Owner 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.

3.11.1.3 **Contractor's Responsibility.** Contractor shall obtain and shall submit to the Architect and any construction manager all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications in accordance with the Contractor's original and updated schedules, and the original and updated master schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. 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 the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, the Architect, and any construction manager through

the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, 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. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner, any construction manager 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. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve 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 and the Architect has given specific written approval. 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, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

### 3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Project and bid package and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and bid package 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, if any. 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. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 **Copies Required.** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, 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: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 **Corrections.** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of 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 paragraph 4.4.

3.11.2.4 **Approval Prior to Commencement of Work.** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

### 3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 **Samples Required.** In case a considerable range of color, graining, texture, or other characteristics may be anticipated 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; and products delivered or erected without submittal and approval of full range 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. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project and Bid Package, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 **Labels and Instructions.** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 **Architect's Review.** The Architect will review and, if appropriate, approve submissions and Architect or any construction manager will return them to the Contractor with



the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 **Record Drawings and Annotated Specifications.** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner and any construction manager in accordance with the schedule prepared by Contractor. In the event of a specification that 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 Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record, any construction manager, and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and Annotated Specifications to Owner or to any construction manager, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 **Equipment Manuals.** Contractor shall obtain and furnish to the Owner and any construction manager three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect or any construction manager.

3.11.3.6 **Owner's Property.** All shop drawings and samples submitted shall become the Owner's property.

#### 3.11.4 SUBSTITUTIONS

3.11.4.1 **One Product Specified.** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of

material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Work. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner and any construction manager prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner or any construction manager of an extended warranty or other assurances of adequate performance of the substitution. If Contractor requests substitutions that require approval by the Division of the State Architect ("DSA") or another governmental entity with jurisdiction, Contractor shall bear all risks of delay.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Work, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

### 3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

## 3.12 CUTTING AND PATCHING

### 3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

### 3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or separate contractors except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

### 3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

### 3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

### 3.13 **CLEANING UP**

#### 3.13.1 **CONTRACTOR'S RESPONSIBILITY**

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

#### 3.13.2 **FAILURE TO CLEANUP**

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

#### 3.13.3 **CONSTRUCTION BUILDINGS**

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

### 3.14 **ACCESS TO WORK**

The Contractor shall provide the Owner, Architect, any construction manager, Inspector of Record, and separate contractors access to the Work in preparation and progress wherever located.

### 3.15 **ROYALTIES AND PATENTS**

#### 3.15.1 **PAYMENT AND INDEMNITY**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such

loss unless such information is promptly furnished to the Architect, Owner and any construction manager.

### 3.15.2 **REVIEW**

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

### 3.16 **INDEMNIFICATION**

#### 3.16.1 **SCOPE: CONTRACTOR**

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Work, or failure to construct the Work, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

### 3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 **Indemnity.** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Work or failure to construct the Work or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 **Joint and Several Liability.** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

### 3.16.3 NO LIMITATION

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

### **3.17 OWNER AS INTENDED BENEFICIARY**

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

### **3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE**

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ARCHITECT**

##### **4.1.1 DEFINITION**

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

##### **4.1.2 MODIFICATION**

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

##### **4.1.3 TERMINATION**

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional

personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

## **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

### **4.2.1 STATUS**

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

### **4.2.2 SITE VISITS**

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner, any construction manager, and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

### **4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY**

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION**

The Owner and the Contractor shall communicate through any construction manager or as the Owner otherwise directs. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor. Communications with other contractors shall be through any construction manager or as the Owner otherwise directs.

### **4.2.5 PAYMENT APPLICATIONS**

The Contractor shall submit payment applications to the any construction manager or as the Owner directs otherwise.

### **4.2.6 REJECTION OF WORK**

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that



the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

#### 4.2.7 **CHANGE ORDERS**

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

#### 4.2.8 **WARRANTIES UPON COMPLETION**

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner, and any construction manager, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

#### 4.2.9 **INTERPRETATION**

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

#### 4.2.10 **ADDITIONAL INSTRUCTIONS**

4.2.10.1 *Architect's Interpretations and Decisions.* Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 **Typical Parts and Sections.** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 **Dimensions.** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

#### 4.3 **INSPECTOR OF RECORD**

##### 4.3.1 **GENERAL**

One or more Project inspectors (“Inspector of Record”) employed by the Owner 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 of Record’s duties will be as specifically defined in Title 24.

##### 4.3.2 **INSPECTOR OF RECORD'S DUTIES**

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record and any construction manager such information as may be necessary to keep the Inspector of Record 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 of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record'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.

##### 4.3.3 **INSPECTOR'S AUTHORITY TO REJECT OR STOP WORK**

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which 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.

##### 4.3.4 **RESERVED.**

#### **4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES**

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

- A. Services made necessary by the default of the Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).
- E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.
- G. 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.
- H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

#### **4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS**

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the

Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

#### **4.5.1 NOTICE OF POTENTIAL CHANGE**

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner or any construction manager within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

#### **4.5.2 CHANGE ORDERS REQUESTS**

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believe that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner and any construction manager within twenty (20) days of (i) becoming aware of the

issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable Contract provisions and law. Contractor will have completely waived its rights to recover any additional time or money other than that time or money specifically requested in the COR. If the COR requests time, then the COR must identify the number of days of time being requested and must include some critical path schedule analysis to support the number of days requested. Contractor may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Contractor estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total delay of damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Contractor shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above. Contractor shall certify each COR that it submits, including the initial COR and final COR for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty

(30) days of the submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day timeline will not begin to run until a final COR has been submitted. If the Owner requests additional information within thirty (30) days of submission, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

#### 4.5.3 DEFINITION OF CLAIM

A “Claim” is a separate demand by the Contractor sent by registered mail or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delays assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR’s and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain “claims” for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. (“Government Code Claim” means a claim under Government Code sections 900 et seq. and 910 et seq.)

#### 4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner’s construction manager (or in the absence of a

construction manager, to Architect and Owner) within fifteen (15) days of the earliest of the following events: (a) The Completion of the Work; (b) the thirtieth (30th) continuous day without labor by Contractor; or (c) Contractor's submission of a final progress payment application. The deadline for filing a Claim is the "Claim Deadline." Owner's rejection, or lack of rejection, of a COR at any time does not affect the requirement to submit a claim by the Claim Deadline.

In addition, on or before the Claim Deadline, Contractor shall submit to Owner, in writing, a list and a summary of all Claims for money or time extensions under or arising out of this Contract, which were timely filed and fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

#### 4.5.5 CONTENT OF CLAIM

##### 4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4.

In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, \_\_\_\_\_ [name of declarant], declare the following:

\_\_\_\_\_ [Contractor company name] has entered into a Contract with \_\_\_\_\_ [public entity name] on the \_\_\_\_\_ [name of project] Project. \_\_\_\_\_ [Contractor company name] authorized me to prepare the attached Claim for money and/or time extension) for \_\_\_\_\_ [public entity name] regarding \_\_\_\_\_ [Contractor company's name] Work on the Contract, and requesting

\$ \_\_\_\_\_ and/or \_\_\_\_ additional days), and I prepared the attached Claim. I am the most knowledgeable person at \_\_\_\_\_ [Contractor company name] regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or \_\_\_\_\_[Contractor company name].

The attached Claim does not breach the Contract between \_\_\_\_\_[Contractor company name] and \_\_\_\_\_ [public entity name] for this Project, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that \_\_\_\_\_[public entity name] is responsible under its Contract with \_\_\_\_\_ [Contractor company name].

While preparing this declaration and Claim, I consulted with others (including attorneys, consultants, or others who work for \_\_\_\_\_[Contractor company name]) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner’s representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed \_\_\_\_\_, 20\_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_ [name of declarant]

Contractor’s failure to timely submit a certification will constitute a complete waiver of Contractor’s rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### 4.5.5.2 *Claims for Additional Money*

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost



was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents.. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

#### 4.5.5.3 *Claims for Additional Time*

##### 4.5.5.3.1 *Notice of Extent of Claim*

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In no event will the Contractor be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

##### 4.5.5.3.2 *Unusually Severe Weather Claims*

If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

#### 4.5.5.4 *"Pass Through" Claims*

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims, and Public Contract Section 9204, subd. (d)(5). Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

In addition to other requirements in the Contract Documents, including but not limited to this Section 4.5, the Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

#### **4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)**

Claims are subject to this section 4.5.6, the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5, all other applicable provisions in the Contract Documents, and Public Contract Code section 9204. In addition, for claims that are \$375,000 or less, the provisions of Public Contract Code section 20104 et. seq. also apply, to the extent they do not conflict with Public Contract Code section 9204.

##### **4.5.6.1 *Claims***

Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45 day period, plus any extension, Owner may request, in writing additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day period plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

##### **4.5.6.2 *Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered mail or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

#### 4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.3. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

#### **4.5.7 CONTINUING CONTRACT PERFORMANCE**

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

#### **4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS**

##### ***4.5.8.1 Trenches or Excavations Less Than Four Feet Below the Surface***

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

##### ***4.5.8.2 Trenches or Excavations Greater Than Four Feet Below the Surface***

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that

is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from the deadline for Completion 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.

#### **4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY**

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

### **ARTICLE 5**

#### **SUBCONTRACTORS**

##### **5.1 DEFINITIONS**

###### **5.1.1 SUBCONTRACTOR**

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract

Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

### **5.1.2 SUB-SUBCONTRACTOR**

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

### **5.1.3 SPECIALTY CONTRACTORS**

If a Subcontractor is designated as a “Specialty Contractor” as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor’s specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

## **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

### **5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER**

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor’s total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

### **5.2.2 GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

- A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor’s bid and at the price specified in the subcontractor’s bid, when that written contract, based upon the general terms, conditions, plans and specifications involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

- B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;
- C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;
- D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.
- E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;
- F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or
- G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.
- H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.
- I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 **No Change in Contract.** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for the Completion of the Work.

5.2.2.2 **Substitution Due to Clerical Error.** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefor. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed

Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

### **5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

### **5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and
- B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.



## **5.5 SUBCONTRACTOR'S RESPONSIBILITIES**

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

### **5.5.1 SUPERVISION BY SUBCONTRACTORS**

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

### **5.5.2 DISCIPLINE AND ORDER**

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

### **5.5.3 DEFECTS DISCOVERED**

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Contractor over its written objection.

### **5.5.4 SUBCONTRACTOR INFORMATION**

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

### **5.5.5 TEMPORARY STRUCTURES**

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

#### **5.5.6 CHARGES TO SUBCONTRACTOR**

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

#### **5.5.7 FINES IMPOSED**

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

#### **5.5.8 PROJECT SIGNS**

Each Subcontractor shall not display on or about the Work any sign, trademark, or other advertisement. The Owner will permit a single sign for Contractor, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

#### **5.5.9 REMEDIES FOR FAILURE TO PERFORM**

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools,

materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

#### **5.5.10 DISPUTES NOT TO AFFECT WORK**

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

#### **5.5.11 APPLICATION FOR PAYMENT**

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

#### **5.5.12 COMPLIANCE WITH PROCEDURES**

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, any construction manager, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

#### **5.5.13 ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

#### **5.5.14 NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

### **ARTICLE 6**

## **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

### **6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

#### **6.1.1 OWNER'S RIGHTS**

The Owner reserves the right to perform Project work with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under contract conditions identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

#### **6.1.2 DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

#### **6.1.3 CONTRACTOR DUTIES**

The Contractor shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner until subsequently revised. If Contractor fails to fulfill these obligations, Owner may exercise its rights under section 2.4. The right of Owner to carry out the Work under section 2.4 shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity, except to the extent required by section 6.1.4.

#### **6.1.4 OWNER OBLIGATIONS**

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

### **6.2 MUTUAL RESPONSIBILITY**

#### **6.2.1 DELIVERY AND STORAGE**

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

#### **6.2.2 NOTICE BY CONTRACTOR**

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or separate contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner and any construction manager patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

#### **6.2.3 COSTS INCURRED**

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property or to the property of Owner caused by Contractor.

#### **6.2.4 CORRECTION OF DAMAGE**

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

#### **6.3 OWNER'S RIGHT TO CLEAN UP**

If a dispute arises among the Contractor, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

##### **7.1.1 NO CHANGES WITHOUT AUTHORIZATION**

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner 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 the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. 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.

##### **7.1.2 ARCHITECT AUTHORITY TO ORDER MINOR CHANGES**

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Owner. The Contractor shall carry out such written orders promptly.

#### **7.2 CHANGE ORDERS ("CO")**

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by the Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

### **7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")**

#### **7.3.1 DEFINITION**

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

#### **7.3.2 USE TO DIRECT CHANGE**

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

### **7.4 REQUEST FOR INFORMATION ("RFI")**

#### **7.4.1 DEFINITION**

An RFI is a written request prepared by the Contractor asking the Owner and any construction manager to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

#### 7.4.2 SCOPE

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

#### 7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold \$100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

#### 7.4.4 COSTS INCURRED

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

### 7.5 REQUEST FOR PROPOSAL ("RFP")

#### 7.5.1 DEFINITION

An RFP is Owner's written request asking the Contractor to submit to the Owner and any construction manager an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.



## 7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

## 7.6 CHANGE ORDER REQUEST ("COR")

### 7.6.1 DEFINITION

A COR is a written request prepared by the Contractor asking the Owner and any construction manager for additional time or money.

### 7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

### 7.6.3 CHANGES IN TIME

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

## 7.7 PRICE OF CHANGE ORDERS

### 7.7.1 SCOPE

Any COR shall provide in writing to the Owner, Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

### 7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

- B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor.**

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

- b) Labor: Show names of workers, classifications, and hours worked.
- c) Materials: Describe and list quantities of materials used.
- d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.
- e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs.**

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-

Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

**7.7.3 FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	<u><b>EXTRA</b></u>	<u><b>CREDIT</b></u>
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item D.	_____	_____

F.	Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G.	Subtotal	_____	_____
H.	General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____
I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL		

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) 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 Work, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

**7.7.5 DISCOUNTS, REBATES, AND REFUNDS**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

**7.7.5 ACCOUNTING RECORDS**

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner and any construction manager on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

#### **7.7.6 NOTICE REQUIRED**

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

#### **7.7.7 APPLICABILITY TO SUBCONTRACTORS**

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

#### **7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME**

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

### **ARTICLE 8**

#### **TIME**

#### **8.1 DEFINITIONS**

##### **8.1.1 CONTRACT TIME**

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

##### **8.1.2 NOTICE TO PROCEED**

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

##### **8.1.3 DAYS**

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

## 8.2 HOURS OF WORK

### 8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

### 8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

### 8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

### 8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress

payments and/or retention. Contractor shall give Owner and any construction manager at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

### **8.3 PROGRESS AND COMPLETION**

#### **8.3.1 TIME OF THE ESSENCE**

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

#### **8.3.2 NO COMMENCEMENT WITHOUT INSURANCE**

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

#### **8.3.3 EXPEDITIOUS COMPLETION**

The Contractor shall proceed expeditiously to perform the Work with adequate forces, labor, materials, equipment, services and management, and shall achieve Completion within the Contract Time.

### **8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES**

#### **8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)**

If Contractor exercises due diligence, but the critical path schedule of the Work is unavoidably delayed due to acts of God, acts of public enemy, acts of the Government, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually severe weather, or delays of subcontractors due to such causes, the Owner shall extend the Contract Time if Contractor complies with Section 4.5 and Article 7. Owner shall take into



consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

#### **8.4.2 COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; *however*, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

#### **8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY**

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

#### **8.4.4 EARLY COMPLETION**

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work.

#### **8.4.5 LIQUIDATED DAMAGES**

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages in the amount, and as described, in Article III of the Contractor's Agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Contractor's Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

If Contractor causes delay to any other contractor's work on the Project that results in delayed *completion* of the Project, Contractor shall be subject to liquidated damages for the delay in *completion* of the Project for each calendar day of delay in the amount set forth in Article III of the Contractor's Agreement. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer for such delayed *completion* of the Project are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of such delay include, but are not limited to, loss of the use of the other contractor's work and the Project, disruption of activities, costs of administration and supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount set forth in the Contractor's Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day that *completion* of the Project is delayed as a result of Contractor caused delays to any other contractor's completion of their work.

For Contractor's obligations regarding claims against Owner from other contractors on the Project alleging that Contractor caused delays to their work, see sections 3.7.4, 3.16 and 6.2.3 herein.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess the liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Contractor. In addition, if it is reasonably apparent to the Owner before liquidated damages begin to accrue that Contractor cannot or will not complete the Work within the Contract Time, Owner may assess and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Contractor incurred under this Section, the Contractor and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If Owner accepts any work or makes any payment under the Contract after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Contract provisions regarding time of Completion and liquidated damages.

## 8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 CONTRACT SUM**

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

#### **9.2 COST BREAKDOWN**

##### **9.2.1 REQUIRED INFORMATION**

On forms approved by the Owner, the Contractor shall furnish to the Owner and any construction manager the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for the Work. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;
- C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

##### **9.2.2 OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

## 9.3 APPLICATIONS FOR PAYMENT

### 9.3.1 PROCEDURE

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to any construction manager or as the Owner otherwise directs, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

- A. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
- B. The amount being requested with the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
- C. The balance that will be due to each of such entities after said payment is made;
- D. A certification that the Record Drawings and Annotated Specifications are current;
- E. The Owner approved additions to and subtractions from the Contract Sum and Time;
- F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;
- H. The percentage of Completion of the Contractor's Work by line item;
- I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and
- J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### **9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT**

As the 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 Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves, the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor to the Owner or any construction manager of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

### **9.3.3 WARRANTY OF TITLE**

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be 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 Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

## **9.4 REVIEW OF PROGRESS PAYMENT**

### **9.4.1 OWNER ACCEPTANCE**

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

### **9.4.2 OWNER'S REVIEW**

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for

Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

- A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;
- B. Reviewed construction means, methods, techniques, sequences, or procedures;
- C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

## 9.5 DECISIONS TO WITHHOLD PAYMENT

### 9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

- A. Defective or incomplete Work not remedied;
- B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and

performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

- C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;
- D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Unsatisfactory prosecution of the Work by the Contractor;
- G. Failure to store and properly secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record drawings;
- J. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines.
- M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- O. Overpayment to Contractor on a previous payment;
- P. Credits owed to Owner for reduced scope of work or work that Contractor will not perform;
- Q. The estimated cost of performing work pursuant to Section 2.4;

- R. Actual damages related to false claims by Contractor;
- S. Breach of any provision of the Contract Documents;
- T. Owner's potential or actual loss, liability or damages caused by the Contractor; and
- U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

#### **9.5.2 PAYMENT AFTER CURE**

When the Contractor removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

#### **9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

### **9.6 PROGRESS PAYMENTS**

#### **9.6.1 PAYMENTS TO CONTRACTOR**

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an



undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplished with. Payment shall not be a waiver of any such direction.

#### **9.6.2 PAYMENTS TO SUBCONTRACTORS**

No later than ten (10) days after receipt of payment from Owner, 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, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

#### **9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION**

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

#### **9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT**

The Owner 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.

#### **9.6.5 PAYMENT TO SUPPLIERS**

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

#### **9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE**

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Work by the Owner shall not constitute acceptance or

approval of any portion of the Work, especially any work not in accordance with the Contract Documents.

#### **9.6.7 JOINT CHECKS**

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and/or 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. However, Owner has no duty to issue joint checks. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

### **9.7 COMPLETION OF THE WORK**

#### **9.7.1 CLOSE-OUT PROCEDURES**

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Section 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that not complete or correct. Contractor shall promptly complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work see Sections 3.5, 12.2.5 and 12.2.6).

#### **9.7.2 COSTS OF MULTIPLE INSPECTIONS**

More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

## 9.8 **PARTIAL OCCUPANCY OR USE**

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner, or any construction manager, for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect, any construction manager and the Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

## 9.9 **FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION**

### 9.9.1 **FINAL APPLICATION FOR PROGRESS PAYMENT**

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents.

### 9.9.2 **PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT**

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be fulfilled:

- A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any

requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

- B. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.
- D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

### **9.9.3 RELEASE OF RETAINAGE**

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after Completion of the Work. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

### **9.10 SUBSTITUTION OF SECURITIES**

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300 shall be substantially similar to the form set forth in Public Contract Code section 22300.

## **ARTICLE 10**

### **PROTECTION OF PERSONS AND PROPERTY**

#### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

##### **10.1.1 CONTRACTOR RESPONSIBILITY**

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with other contractors on the Project to form a joint safety effort.

##### **10.1.2 SUBCONTRACTOR RESPONSIBILITY**

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

##### **10.1.3 COOPERATION**

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

#### 10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the 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. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner and any construction manager giving full details of the accident.

#### 10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

### 10.2 SAFETY OF PERSONS AND PROPERTY

#### 10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work, material, equipment, tools, construction equipment, and machinery to be incorporated therein or necessary for the proper execution and Completion of the Work, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

#### 10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

#### 10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

#### 10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner and any construction manager any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

#### **10.2.5 FINGERPRINTING**

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

### **10.3 PROTECTION OF WORK AND PROPERTY**

#### **10.3.1 PROTECTION OF WORK**

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work, or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

#### **10.3.2 PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

#### **10.3.3 SHORING AND STRUCTURAL LOADING**

The 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 the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special 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 or cause damage to the Work.

in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

#### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

#### **10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES**

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

#### **10.3.6 SITE ACCESS**

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

#### **10.3.7 PROTECTION OF MATERIALS**

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

### **10.4 EMERGENCIES**

#### **10.4.1 EMERGENCY ACTION**

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

#### **10.4.2 ACCIDENT REPORTS**

The Contractor shall promptly report in writing to the Owner and any construction manager all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death,



serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

## **10.5 HAZARDOUS MATERIALS**

### **10.5.1 DISCOVERY OF HAZARDOUS MATERIALS**

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner, and any construction manager and the Architect in writing, whether such material was generated by the Contractor, another contractor or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

### **10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS**

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

### **10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct.. By providing this indemnification, Owner does not waive any immunities.

### **10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY**

## **CONTRACTOR**

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct..

### **10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION**

The terms of this Hazardous Material provision shall survive Completion of the Work and/or any termination of this Contract.

### **10.5.6 ARCHEOLOGICAL MATERIALS**

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

## **ARTICLE 11**

### **INSURANCE AND BONDS**

#### **11.1. CONTRACTOR'S LIABILITY INSURANCE**

##### **11.1.1 LIABILITY INSURANCE REQUIREMENTS**

11.1.1 Prior the commencement of the Work, and within limits acceptable to the Owner, 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 A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor 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 Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- 11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;
- 11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;
- 11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and
- 11.1.1.4 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; and
- 11.1.1.5 claims involving blanket 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
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

#### 11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

### 11.1.3 **OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

### 11.1.4 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Contractor shall name, on any policy of insurance, the Owner, any construction manager and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner, any construction manager and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall 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 excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

### 11.1.5 **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 sublet, 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 Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700. Such Contractor insurance shall contain a provision providing a waiver of the insurer's right to subrogation against the District.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

### 11.1.6 **BUILDER'S RISK/"ALL RISK" INSURANCE**

#### 11.1.6.1 **COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract,

shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction 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 Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

#### **11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

#### **11.1.8 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 included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

#### **11.1.9 OTHER INSURANCE**

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

#### **11.1.10 PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page 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 shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed 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 and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.
- (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.

#### 11.1.11 COMPLIANCE

In the event of the failure of any 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, policies, Additional Insured Endorsement and Declarations Page 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.

### 11.2 PERFORMANCE AND PAYMENT BONDS

#### 11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment

of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. 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 Sum, 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 bond, the Owner may terminate the Contract for cause.

#### **11.2.2 SURETY QUALIFICATION**

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

### **ARTICLE 12**

#### **UNCOVERING AND CORRECTION OF WORK**

##### **12.1 UNCOVERING OF WORK**

###### **12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS**

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

###### **12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED**

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

## **12.2 CORRECTION OF WORK; WARRANTY**

### **12.2.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

### **12.2.2 REMOVAL OF NONCONFORMING WORK**

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

### **12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT**

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **12.2.4 COST OF CORRECTING THE WORK**

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

### **12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)**

Pursuant to the warranty in Section 3.5, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the work promptly, and passage of the applicable warranty period shall not release Contractor from its



obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

#### **12.2.6 NO TIME LIMITATION**

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5 and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

#### **12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT**

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related work shall be accepted that is not in conformance with the Contract Documents.

### **ARTICLE 13**

#### **MISCELLANEOUS PROVISIONS**

##### **13.1 GOVERNING LAW**

The Contract shall be governed by the law of the place where the Project is located.

##### **13.2 SUCCESSORS AND ASSIGNS**

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

### **13.3 WRITTEN NOTICE**

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

### **13.4 RIGHTS AND REMEDIES**

#### **13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE**

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

#### **13.4.2 NO WAIVER**

No action or failure to act by the Inspector of Record, Owner, any construction manager or Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in a written amendment to the Contract.

### **13.5 TESTS AND INSPECTIONS**

#### **13.5.1 COMPLIANCE**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

#### **13.5.2 INDEPENDENT TESTING LABORATORY**

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall reimburse Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

### **13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD**

The Contractor shall notify the Inspector of Record and any construction manager a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record and any construction manager may arrange for same. The Contractor shall notify the Inspector of Record and any construction manager a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

### **13.5.4 TESTING OFF-SITE**

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

### **13.5.5 ADDITIONAL TESTING OR INSPECTION**

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

### **13.5.6 COSTS FOR RETESTING**

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

### **13.5.7 COSTS FOR PREMATURE TEST**

In the event the Contractor requests any test or inspection and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

### **13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK**

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 **[INTENTIONALLY LEFT BLANK]**

13.7 **TRENCH EXCAVATION**

13.7.1 **TRENCHES GREATER THAN FIVE FEET**

Pursuant to Labor Code section 6705, if the Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, submit to the Owner, or a registered civil or structural engineer employed by the Owner, and any construction manager a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 **EXCAVATION SAFETY**

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, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 **NO TORT LIABILITY OF OWNER**

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

13.7.4 **NO EXCAVATION WITHOUT PERMITS**

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 **WAGE RATES**

13.8.1 **WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner 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 work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

### **13.8.2 HOLIDAY AND OVERTIME PAY**

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

### **13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS**

The Contractor shall pay and shall cause to be paid each worker engaged in the Work 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.

### **13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION**

If during the term of this Contract, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Contract awarded.

### **13.8.5 FORFEITURE AND PAYMENTS**

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected 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. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

### **13.8.6 MINIMUM WAGE RATES**

Any worker employed to perform Work on the Contract, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

### 13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

### 13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

## 13.9 RECORD OF WAGES PAID: INSPECTION

### 13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, 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 public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4). The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so

specified in the Agreement and in a format the Labor Commissioner prescribes.

- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (of the DIR) or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement (of the DIR) shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) 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 nonredacted copies of

certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement (of the DIR)], these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

## 13.10 APPRENTICES

### 13.10.1 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 at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and 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.

### 13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, 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, approval as established by the joint apprenticeship committee or



committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

#### **13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS**

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

#### **13.10.4 JOURNEYMAN/APPRENTICE RATIO**

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those

specialty contractors involve less than Thirty Thousand Dollars (\$30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

#### 13.10.4.1 *Apprenticeable Craft or Trade.*

"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 joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

- A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).
- B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.
- C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.
- D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

#### 13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

#### 13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded 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 and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like

amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

#### **13.10.7 PRIME CONTRACTOR COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor.

#### **13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section 13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

#### **13.10.9 NO BIAS**

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

#### **13.10.10 VIOLATION OF LABOR CODE**

Pursuant to Labor Code section 1777.1, in the event a Contractor or Subcontractor willfully fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

- (a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.
- (b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars (\$100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.
- (c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

### **13.11 ASSIGNMENT OF ANTITRUST CLAIMS**

#### **13.11.1 APPLICATION**

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

#### **13.11.2 ASSIGNMENT OF CLAIM**

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

### **13.12 AUDIT**

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, 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 three (3) years after release of all retention

under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit of Contractor's books, records, subcontracts, material and equipment contracts, files, and information related to the project, and Contractor must cooperate by producing all requested items within seven (7) days.

### **13.13 STORM WATER DISCHARGE PERMIT**

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

## **ARTICLE 14**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE**

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

#### **14.2 TERMINATION BY THE OWNER FOR CAUSE**

##### **14.2.1 GROUNDS FOR TERMINATION**

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- D. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f); or
- E. Otherwise is in breach of the Contract Documents.

#### 14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a “Notice of Intent to Terminate”). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor’s surety on the performance bond (“Surety”):

- A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. Accept assignment of subcontracts pursuant to section 5.4; and
- C. Complete the Work by whatever reasonable method the Owner may deem expedient.

#### 14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

#### 14.2.4 PAYMENTS UPON COMPLETION

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, 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.

#### **14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE**

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

### **14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE**

#### **14.3.1 SUSPENSION BY OWNER**

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 *Adjustments.* An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

- A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Contractor is responsible; or
- B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 *Adjustments for Fixed Cost.* Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

#### **14.3.2 TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;
2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

#### **14.4 NOT A WAIVER**

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

#### **14.5 MUTUAL TERMINATION FOR CONVENIENCE**

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

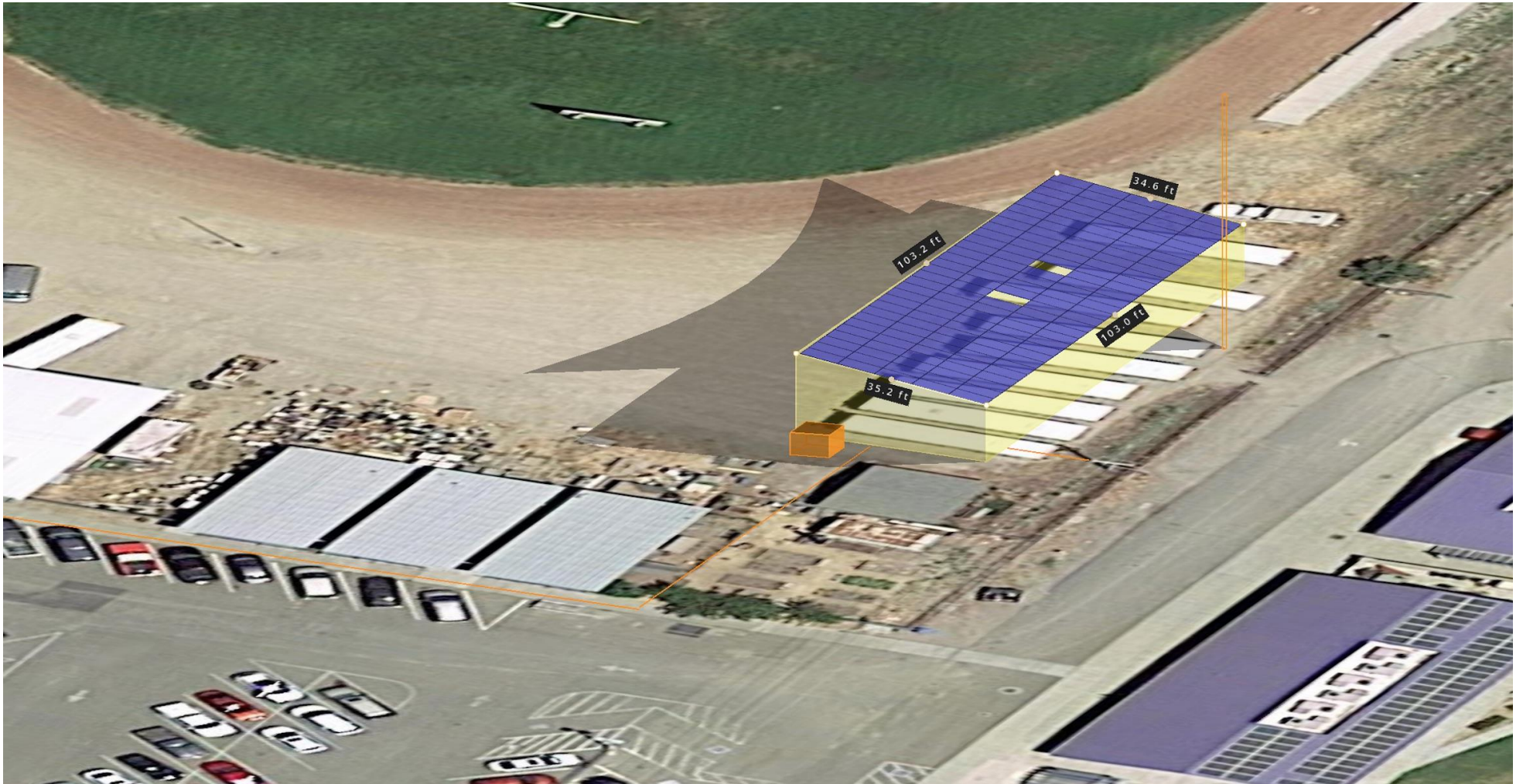
#### **14.6 EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.





Faculty Parking Layout



Bus Parking Layout



South Parking Layout

This Frontier Services Agreement ("FSA") is effective as of **July 01, 2021**, by and between Frontier Communications of America, Inc. on behalf of itself and its affiliates which provide Equipment and Services identified in the Schedules ("Frontier"), and Pierce Joint Unified School District, whose primary address is **540-A 6<sup>th</sup> S Arbuckle, CA 95912** ("Customer").

## **1. Provision of Services and Equipment**

a. Frontier will provide and the Customer agrees to pay for the communications, installation and maintenance services (collectively "Service"), and/or purchase or lease equipment ("Equipment"), described in this FSA and Schedules executed by Customer.

b. Customer acknowledges that certain Services may be governed by tariff or price schedule filed with the Federal Communications Commission and/or the state public utilities commission. In the event of any inconsistencies between this FSA and an applicable tariff, the tariff shall control except with respect to pricing, early termination charges or cancellation charges for which this FSA shall control.

c. Frontier will provide, maintain and repair the Frontier owned facilities and equipment used to provide the Services ("Frontier's Network"), up to and including the point at which Frontier's Network is made available for interconnection to Customer's premises equipment or inside wiring. Customer shall provide Frontier reasonable access to Customer's premises during normal business hours for the purpose of installing, inspecting, testing, rearranging, repairing or removing any Frontier Network components, including obtaining approvals, permits or licenses from third parties as necessary. Customer will cooperate in good faith and provide all reasonable information and authorizations required by Frontier for the purpose of installing Services and/or Equipment, performing routine network grooming, maintenance, upgrades, and addressing emergencies, including but not limited to design layout records of any Customer or third party network elements to be connected to the Services and Letters of Agency allowing Frontier to act on the Customer's behalf related to the Services and auxiliary third party services.

d. Only authorized agents and representatives of Frontier may perform maintenance work with respect to Frontier's Network. Any repair, alteration, configuration or servicing of Frontier's Network, Services or Equipment by Customer or third parties without the written consent of Frontier is a material breach of this FSA and cause for termination at Frontier's option.

e. If Frontier is unable to commence performance hereunder due to circumstances within Customer's control, any related costs incurred by Frontier, including but not limited to travel at normal rate and overtime labor rate expenses, will be reimbursed by Customer. Customer will reimburse Frontier for all costs incurred for installation, maintenance and repair if: (i) Frontier's Network is altered, maintained or repaired by any party other than Frontier, without Frontier's prior written consent, (ii) the malfunction of the Service or Equipment is the result of mishandling, abuse, misuse, improper operation, improper storage, or improper installation by anyone other than Frontier (including use in conjunction with equipment electrically or mechanically incompatible); or (iii) if the problem originated from a source unrelated to Frontier's Network.

f. Customer will provide (i) suitable building facilities (including but not limited to space, circuitry, power, backup power, and surge protectors) for the installation, operation, and maintenance of Frontier's Network in accordance with manufacturer's documentation and Frontier's installation standards, more fully described in the applicable Schedule; and (ii) a well-lighted and safe working area that complies with all local safety standards and regulations.

g. The Services or Equipment may be connected with the services or facilities of other carriers. Frontier may, when authorized by Customer and as may be agreed to by Frontier, act as Customer's agent for ordering facilities provided by other carriers to allow such connection of Customer's locations to Frontier's Network or to the network of an underlying carrier or service.

h. Customer is responsible for all charges billed by other carriers or third parties. Frontier shall not be responsible for the installation, operation, repair or maintenance or performance of equipment, facilities, software or service not provided directly by Frontier. Customer is responsible to provide equipment compatible with the Service or Equipment and Frontier's Network, and any wiring required to extend a communications termination and/or demarcation at the Customer premises. Customer will provide suitable building facilities for the provision of Services in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes, and Frontier's installation standards.

i. Customer is solely responsible for the selection, implementation and maintenance of security features for protection against unauthorized or fraudulent use of the Services and Equipment. Customer is solely responsible for (a) ensuring that all of Customer's data is adequately secured, documented and backed-up at all times and (b) reimbursing Frontier for costs incurred by Frontier related thereto. Frontier and its contractors are not responsible or liable for data loss and/or unauthorized or fraudulent use of Customer Services or Equipment for any reason and Customer agrees to reimburse Frontier for costs incurred by Frontier related thereto.

j. Frontier will manage the Frontier Network in Frontier's sole discretion, and reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services or provisioning the Equipment. Frontier will endeavor to provide reasonable notice prior to any scheduled maintenance, planned enhancements or upgrades, which may result in a degradation or disruption in Service. Frontier reserves the right to suspend Service for emergency maintenance to Frontier's Network without notice to Customer. Customer shall designate a primary contact for receipt of such notice.

k. Customer represents and warrants that its use of the Service and Equipment will comply and conform with all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this FSA and Customer will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities with respect to such use.

l. Except as expressly identified in a Schedule, Customer and its employees shall be the only permitted end-user of the Services and leased Equipment. Customer shall not resell or bundle the Services or leased Equipment, nor permit any third party to access the Services or leased Equipment in exchange for compensation of any kind.

## **2. Term**

The term of this FSA will commence as of the date identified in the introductory paragraph above or the date the FSA is executed by both Parties, whichever is later (the "Effective Date") and will continue through the Service Term with respect to any Service or Equipment provided pursuant to this FSA. Customer will purchase the Services, or lease Equipment, identified in each Schedule for the period of time stated in the Schedule (the "Service Term"). Unless otherwise stated in the Schedule,

the Service Term and billing for the Service, will begin upon the earlier of (i) Customer's use of the applicable Service(s) or Equipment or (ii) five (5) days following Frontier's installation of such Service(s) or Equipment, and such date is deemed the commencement of the applicable Service Term. The Schedule and Agreement shall expire at the end of the Service Term or any permissible renewal periods exercised by the Customer, whichever is later. If the parties agree to negotiated renewal terms, such terms will not be effective unless and until documented in writing and executed by both parties.

### **3. Payment**

a. Customer shall pay all charges set forth in the Schedules and in applicable tariffs during the Service Term. Frontier will invoice Customer any non-recurring charges ("NRC"), monthly recurring charges ("MRC"), and usage based charges.

b. In addition to the applicable charges set forth in the tariffs and Schedules, Customer shall pay all applicable federal, state or local sales, use, privilege, gross receipts, utility, value added, excise or other taxes (excluding taxes based on Frontier's net income), or any charges in lieu thereof, and any applicable surcharges or fees, whether government mandated or Frontier initiated including but not limited to Primary Interexchange Carrier Charge, Federal Pre-Subscribed Line Charge, Carrier Cost Recovery Surcharge, E-911, and Universal Service and Local Number Portability, in the amounts applicable at the time of billing. Customer shall also be responsible for third party charges and penalties incurred as a result of Customer's use of the Services or Equipment and/or unauthorized or fraudulent use thereof due to Customer's conduct.

c. All payments shall be due within thirty (30) days of the invoice date and, in addition to and not in lieu of any other remedies Frontier may have hereunder or under the law as a result of Customer's failure to pay, late payments shall be subject to a late payment fee of the lesser of one and one-half percent (1.5%) per month or the maximum allowed by law. In the event Customer disputes any invoiced amount, Customer will pay all charges not disputed, and notify Frontier of the dispute in writing, providing an explanation of the basis for the dispute. If Frontier does not receive notice of a payment dispute by Customer within ninety (90) calendar days after the date of an invoice, such invoice will be final and not subject to further challenge. For the purpose of computing partial month charges, a month will consist of thirty (30) calendar days. Frontier reserves the right to immediately suspend or terminate any or all Services or the installation or lease of any or all Equipment if Customer is overdue more than thirty (30) days for payments that have not been disputed in good faith.

### **4. Cancellation and Early Termination Charges**

a. If Customer cancels any Service or Equipment prior to delivery of any Equipment or installation of the Service or Equipment, Customer shall pay a cancellation charge equal to the NRC and one (1) month of MRC for the Service, plus the total costs and expenditures of Frontier in connection with establishing the Service prior to Frontier's receipt of notice of cancellation, including but not limited to any Equipment restocking fees.

b. Following installation, Customer may terminate a Service or Equipment by providing at least thirty (30) days prior written notice to Frontier. All unpaid amounts shall be due upon termination of any Service identified in a Schedule for any reason. In addition, and unless otherwise specifically provided in the applicable Schedule, if any Service or Equipment is terminated by Customer for any reason other than breach by Frontier or by Frontier due to Customer's breach, then Customer shall pay Frontier a termination charge equal to the applicable MRC and all related taxes and surcharges multiplied by the number of months remaining in the Service Term. Partial months shall be prorated.

c. Customer agrees that Frontier's damages in the event of early termination will be difficult or impossible to ascertain, and that the charges identified in this Section are intended, therefore, to establish liquidated damages in the event of termination and are not intended as a penalty.

### **5. Limitation of Liability and Warranty Provisions**

a. The liability of Frontier and its affiliates related to this FSA or the Service or Equipment provided under this FSA, shall in no event exceed the limitations of liability set forth in the applicable tariffs, or regulatory rule or order. If there is no applicable tariff, regulatory rule or order, the total amount paid for the applicable Service or Equipment during the prior 12 months. In cases of an Outage, Frontier's liability shall be limited to 1/720 of the MRC for each hour after Frontier is notified of the Outage. An "Outage" is an interruption in Service or use of the Equipment caused by a failure of Frontier's Network, excluding degradation or disruption due to planned or emergency maintenance or an event outside Frontier's direct control. Notwithstanding the above, Frontier will not be liable to Customer for interruptions in Services or Equipment caused by failure of hardware or software, failure of communications services, power outages, or other interruptions not within the complete control of Frontier. In addition, there will be no credits, reductions or set-offs against charges for Services or Equipment, or for interruptions of Services or Equipment, except as expressly set forth herein.

b. IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. FRONTIER AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY LOSS, LOSS OF USE, COST, CLAIM OR EXPENSE EXPERIENCED OR INCURRED BY CUSTOMER OR THIRD PARTIES RESULTING FROM THE USE OF THE SERVICES OR EQUIPMENT PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO DAMAGE, LOSS OR LOSS OF USE OF CUSTOMER DATA OR FRAUD BY THIRD PARTIES.

c. Frontier warrants that Frontier's Network will be maintained in good working order. If any Service does not function substantially in accordance with applicable Service specifications as a result of Frontier's failure to maintain Frontier's Network (excluding degradation related to the acts or omissions of Customer or anyone using the Services, a force majeure event, or scheduled maintenance), Frontier's sole obligation is to repair the affected Service at Frontier's expense. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO FRONTIER'S NETWORK, SERVICES OR EQUIPMENT PROVIDED PURSANT TO THESE TERMS INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION. FRONTIER DOES NOT WARRANT THAT THE SERVICES OR EQUIPMENT OR ACCESS OR OPERATION OF THE SERVICES OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, OR WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

d. This FSA shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of Frontier's Services and/or the Equipment provided under this FSA will not give rise to a claim of infringement, misuse, or misappropriation of any intellectual property right.

e. Customer agrees that the Services and Equipment, and Frontier's performance hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors.

f. No action, regardless of form, arising out of this FSA or the Schedules may be brought more than two (2) years after the cause of action has arisen or charges have been billed whichever is earlier. The parties hereby waive the right to invoke any different limitation on the bringing of actions provided under applicable law.

#### **6. Indemnification**

Customer shall indemnify, defend and hold Frontier and its affiliates, and their respective directors, officers, employees, successors, assigns and agents, harmless from and against any and all claims, loss, damage, cost or expense (including reasonable attorneys' fees) to the extent arising out or relating to any claim, action or proceeding brought by any third party based upon: (i) Customer's breach of this FSA; (ii) Customer's negligence or willful misconduct in the performance of its obligations under this FSA; (iii) use of the Equipment or Services, including but not limited to the content of communications transmitted thereby; (iv) any infringement of intellectual property or misappropriation of any patent, copyright, trademark, trade secret or other proprietary right arising from Customer's or any other person's use of the Equipment or Services, any combination of the Equipment or Services with other products or services not provided by Frontier, or any modification of the Equipment or Services by anyone other than Frontier; (v) any bodily injury (including illness or death) or property damage caused by Customer or anyone within its control. The obligations under this Section 6 are independent of any other obligation under this FSA.

#### **7. Confidentiality**

a. Both parties agree that all terms and conditions set forth in this FSA shall be considered confidential, and that details of the terms of this FSA, shall not be disclosed to third parties, other than affiliates, employees, agents or contractors who have a need to know such information in the scope of their employment or engagement, without the prior written consent of the other party, unless required by law.

b. Customer and Frontier may disclose to each other information that is confidential in nature. In order to receive confidential treatment, all such information (hereafter "Information") shall be either (i) clearly marked as confidential if written, or clearly identified as confidential if oral or (ii) reasonably understood by the recipient, based on the nature of the Information or the circumstances of disclosure, to be confidential or proprietary to the discloser. Except as required by law or regulation, Customer and Frontier agree not to disclose any Information to any third party and to keep Information in a secure place available only to employees, affiliates, contractors or agents who are subject to obligations of confidentiality no less restrictive than those set forth herein, and who need to know the Information for purposes of the business dealing between Customer and Frontier, and to use Information only in connection with such business dealings. This Section is enforceable by injunction.

c. Information will lose its confidential status if obtained legitimately from a third party without restriction or upon the expiration of five (5) years from delivery of each item of Information. Information shall remain the property of the disclosing party and shall be returned to such party on request or upon termination of the business dealing between Customer and Frontier.

d. Notwithstanding anything herein to the contrary, Frontier shall have the right to include Customer's name in a public list of current customers who use Frontier's services, provided Frontier does not make any representation with respect to Customer and does not attribute any endorsements to Customer, without Customer's prior written consent. In addition, Frontier may publicly identify Customer as a new customer of Frontier or an existing customer obtaining expanded or additional services from Frontier, as the case may be.

#### **8. Breach**

a. **Breach by Customer:** If Customer fails to make any payment when due and such failure continues for five (5) days after notice, or Customer fails to comply with any other term or condition of this FSA or any Schedule and such failure continues for thirty (30) days after notice, then Frontier may either suspend the applicable Schedule (or any portion thereof) until the breach is remedied, terminate the applicable Schedule (or any portion thereof), or terminate this FSA and all Schedules. Notwithstanding the foregoing, Frontier may immediately suspend Services and, after giving notice to Customer with an opportunity to respond appropriate to the circumstances and Customer's failure to respond, Frontier may terminate any or all Services, retrieve Frontier Network elements from the service location and Equipment for which title has not transferred to Customer, in the following circumstances: (i) in the event of unauthorized, unlawful or improper use or abuse of the Frontier Network or Service; (ii) if, in the reasonable judgment of Frontier, Customer's use of the Frontier Network or Service has or will damage or have an adverse effect on Frontier's Network, its personnel, property or service; (iii) such action is necessary to meet the exigencies of an emergency; or (iv) a court or other governmental authority having jurisdiction issues an order prohibiting Frontier from furnishing the Equipment or Services to Customer.

b. **Breach by Frontier:** If Frontier has not remedied any breach within thirty (30) days after Frontier's receipt of written notice from Customer of such breach (providing reasonable detail), Customer may terminate the Service which is the subject of such breach. This is Customer's exclusive remedy for a breach by Frontier.

#### **9. Force Majeure**

In no event will Frontier or its affiliates be liable for any delay in performance directly or indirectly caused by events beyond their control, including, but not limited to: acts or omissions of Customer, its agents, employees or contractors; acts of God; acts of the public enemy; acts of the United States, a state or other political subdivision; fire, floods or other natural disasters; accidents; wars; terrorism; cyber security events; labor disputes or shortages; and inability to obtain material, power, equipment or transportation.

#### **10. Assignment**

This FSA may not be assigned by either party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed, except that Frontier may assign this FSA to any successor to the business of Frontier by merger, consolidation or sale of assets or to any corporation controlling, controlled by or under common control with Frontier. Frontier may subcontract portions of the work to be performed hereunder to provision the Services or Equipment.

#### **11. Work Site Conditions**

a. If asbestos, or material containing asbestos, or any other hazardous or toxic materials are discovered during work pursuant to this FSA, Frontier will suspend its work for a reasonable period of time to permit Customer to engage a qualified firm to remove and dispose of the asbestos or other toxic or hazardous materials from the site. Such suspension may result in an equitable adjustment to the charges identified in the related Schedule, based on any increase in costs incurred by Frontier.

b. Customer agrees to release, indemnify, defend and hold harmless Frontier from and against any damages, losses, claims, demands or lawsuits arising out of or relating to the presence, removal or disposal of asbestos or any other hazardous or toxic material from the Customer's premises or location where Services or Equipment will be installed.

#### **12. Title and Risk of Loss**

a. Risk of loss or damage for Frontier Network elements installed at a Customer designated service location shall pass to Customer at time of delivery to Customer.

b. Any Frontier Network elements or Equipment installed at Customer's premises or location where Services or Equipment will be installed (which is leased or for which title has not transferred to Customer) remain the personal property of Frontier or Frontier's assignee, notwithstanding that it may be or become attached to or embedded in realty, and upon termination of this FSA or any Schedule (in whole or in part), all Frontier property shall be returned to Frontier in the same condition as installed, normal wear and tear excepted. Customer will not tamper with, remove or conceal any Frontier identifying plates, tags or labels. In the event Frontier property is not returned to Frontier in accordance with this Section, Customer will be billed for and pay to Frontier an amount equal to the retail value of the Frontier property, except to the extent such failure is caused by the negligence or willful misconduct of Frontier or its agents.

#### **13. Competition**

Customer recognizes the availability of competitive alternatives for receiving the Services and Equipment provided under this FSA, and has freely elected to enter into this FSA in order to receive the benefits it offers.

#### **14. Government Regulation**

To the extent that any Service(s) provided hereunder are subject to the jurisdiction of the Federal Communications Commission ("FCC") or any state public utilities commission or other regulatory agency, this FSA shall at all times be subject to changes, modifications, orders and rulings by the FCC and/or state public utilities commission or other regulatory agency. Frontier reserves the right to suspend, modify or terminate any Service without liability where any statute, regulation and/or ruling, including modifications thereto, by any regulatory agency (including the FCC), legislative body or court of competent jurisdiction, (i) prohibits, restricts or otherwise prevents Frontier from furnishing such Service, or (ii) has a material negative impact on Frontier's performance hereunder or the benefits provided by this FSA. If provision of any Service pursuant to this FSA is subject to advance approval of the FCC and/or any state public utilities commission, this FSA shall not become effective with respect to such Service until after receipt by Frontier of written notice of such approval.

#### **15. Governing Law**

This FSA shall be governed by and construed according to the laws of the State in which Services or Equipment are being provided hereunder without regard to its conflicts of laws provisions. Any related litigation may be brought in any State or Federal courts of competent jurisdiction within such State. Customer and Frontier consent to personal jurisdiction in such courts.

#### **16. No Waiver**

If either party fails, at any time, to enforce any right or remedy available to it under this FSA, that failure shall not be construed to be a waiver of the right or remedy with respect to any other breach or failure by the other party.

#### **17. Severability**

A declaration by any court, or other binding legal source, that any provision of this FSA or any Schedule is illegal and void, will not affect the legality and enforceability of any other provisions of this FSA, unless the provisions are mutually dependent.

#### **18. Notice**

All notices provided pursuant to this FSA will be in writing and delivered by registered or certified US Mail, postage prepaid, or by commercial overnight delivery service, or by facsimile, or by regular mail and shall be deemed delivered either on the date of return receipt acknowledgment (in the case of certified US Mail), or on the next day after the sending of the notice if sent overnight mail, or three (3) days after mailing if by regular mail to the address of the party designated to receive such notice.

#### **19. Independent Relationship**

Each party understands and agrees that it and its personnel are not employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times.

#### **20. Dispute Resolution**

Except as otherwise specifically provided in or permitted by this FSA, all disputes arising in connection with this FSA shall first be resolved through good faith negotiation. If, after negotiating in good faith for a period of ninety (90) calendar days or any agreed further period, the parties are unable to resolve the dispute, then each party may seek resolution by exercising any rights or remedies available at law or in equity. Customer and Frontier agree that each may only bring claims against the other in an individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.

#### **21. Authorization and Entire Agreement**

Each party represents that the person executing this FSA is authorized to enter into this FSA on its behalf. This FSA and any Schedules executed by the parties constitute the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior oral and written proposals, correspondence and memoranda with respect thereto. This FSA may not be modified, amended or supplemented except by written agreement signed by an authorized representative of each party. Notwithstanding anything otherwise stated, a Customer purchase order document (whether signed by one or both parties) shall be construed solely as evidence of Customer's internal business processes, and the terms and conditions contained thereon shall be void and of no effect or application toward this FSA.

**Frontier Communications of America, Inc.**

Signature: *Matthew McColgan*  
Matthew McColgan (Feb 16, 2021 11:37 PST)

Printed Name: Matthew McColgan

Title: Director, Enterprise Sales

Date: 02/16/2021

Contractual Notice: Frontier Communications  
111 Field Street  
Rochester, NY 14620  
Attn: Legal Department

**Pierce Joint Unified School District**

Signature: \_\_\_\_\_

Printed Name: Carol Geyer

Title: Superintendent

Date: \_\_\_\_\_

Contractual Notice: Pierce Joint Unified School District  
540-A 6<sup>th</sup> St  
Arbuckle, CA 95912  
Attn: Legal Department



This **E-Rate Rider** applies to the **Frontier Services Agreement** dated July 01, 2021 (“FSA”) and Service Schedules executed pursuant thereto (the FSA and Service Schedules collectively the “Agreement”) by and between **Pierce Joint Unified School District** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”), and is effective as of the date of the last signature below (“Effective Date”).

This E-Rate Rider covers only the Schedules and Services for which Customer seeks E-Rate reimbursement for the E-Rate funding year **July 1, 2021 through June 30, 2022**. Such Services are listed in Exhibit 1, attached hereto and incorporated herein by this reference.

The terms and conditions of this E-Rate Rider replaces the E-Rate Rider between the parties for funding year July 1, 2020 to June 30, 2021, if any.

If there are any inconsistencies between the Agreement and this E-Rate Rider, with respect to the Services for which E-Rate funding is sought the terms and conditions of this E-Rate Rider shall control.

**Customer may seek funding through the Federal Universal Service Fund program known as “E-Rate” for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division (“SLD”) of the Universal Service Fund Administrative Company (“USAC”) (Sometimes collectively or individually referred to herein as “USAC/SLD”). The Federal Communications Commission (“FCC”) has promulgated regulations that govern the participation in the E-Rate program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate program.**

**The Parties further agree:**

1. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from Frontier of E-Rate funds as a result of Customer’s failure to comply with the E-Rate rules and regulations, including Customer delays in submitting required forms or contracts; or, if USAC/SLD determines that Services which it had previously approved for discounts are not eligible for funds must be returned (other than as the result of Frontier’s failure to comply with the E-Rate requirements), then Customer shall reimburse Frontier for any such funds within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, Customer agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the Agreement, including those obligations related to payments, default and early termination fees.
2. Eligibility of Services. The determination of eligibility or ineligibility of Services for E-Rate funding is solely the responsibility of the USAC/SLD and/or the FCC. Frontier makes no representations or warranties regarding such eligibility.
3. Service Substitutions. Customer acknowledges the USAC/SLD funding commitments are based upon the Services and locations set forth in the Form 471 and that any modifications to the Services and/or the locations at which the Services are to be installed and/or provided, requires Customer to file a Service substitution with the USAC/SLD, seeking permission to receive alternative Service or receive the Service to an alternative location. If Customer intends to make any such Service substitutions, than Customer agrees to pursue them, and file any and all requisite documentation, diligently. Frontier will provide Services only as approved by the SLD and may suspend activities pending approval of Service substitution requests.
4. Requested Information. If requested by Frontier, Customer will promptly provide Frontier with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and (vi) Form 472-BEAR. If the Customer issues purchase orders, Customer shall clearly delineate between eligible and non-eligible Services on those orders.
5. Non-Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of the Customer’s current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Service Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this E-Rate Rider, Customer may terminate the Services without liability for the cancellation charges under the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer’s best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Frontier to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer’s budget. Customer must provide Frontier thirty (30) days’ written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise

made available. If Customer terminates the Services in accordance with this provision, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will pay Frontier all applicable cancellation charges if it contracts with any other provider for the same or substantially similar Services during the Service Term.

6. Customer-Designated Funding Commitment. Customer must choose option A or B below. IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES FRONTIER TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM THE USAC/SLD, CUSTOMER WILL EXECUTE A NEW (REPLACEMENT) E-RATE RIDER, AND SELECT OPTION A. Upon execution of the Replacement E-Rate Rider, the Parties will mutually agree upon a Service Commencement Date.

**OPTION A** [available for new or existing Services]

Customer directs Frontier to commence or continue Services even if a funding commitment decision letter ("FCDL") has not been received from USAC/SLD. **Customer acknowledges and accepts its obligation to pay for the Service if funding is denied or USAC/SLD commitment is not received.**

- i. Scope: Customer desires the Services commence on or about July 1, 2021. Customer intends to seek funding from the USAC/SLD, but acknowledges that it may not receive FCDL prior to this date and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- ii. Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES RELATED TO THIS E-RATE RIDER IF E-RATE FUNDING IS DELAYED OR DENIED.

Customer shall refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible Services delivered after the beginning of the E-Rate year (July 1<sup>st</sup>) but before receipt of the FCDL.

**OPTION B** [appropriate for new Services]

Services will not commence until Frontier receives notification that E-Rate funds have been committed. If E-Rate funding for Services is denied, the Agreement will terminate as to those Services unless and until a new E-Rate rider (replacing this E-Rate Rider) is executed with respect to such Services and Customer elects Option A.

- i. Scope: Customer agrees to exercise best efforts to obtain funding from the USAC/SLD. Frontier will not begin work related to the Services (including, without limitation, construction, installation or activation activities) until after Frontier receives (a) Customer's notification to proceed and verification of funding approval, and (b) for internal connections, a verification of Form 486 approval by the USAC/SLD. Frontier will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.
- ii. Funding Denial Agreement Termination: If a funding request is denied by the USAC/SLD, the Service Schedule, with respect to such Service(s), shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30<sup>th</sup> day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services are to be provided pursuant to a multi-year Agreement (whether by contract or tariff), this termination right applies only to the first year of the multi-year Agreement. This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by the USAC/SLD after commencement of Services.

7. E-Rate Discount Designation. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts. With respect to each discount method, Customer agrees as follows:

Billed Entity Applications Reimbursement ("BEAR") – Form 472:

Customer agrees to submit to Frontier complete and accurate BEAR – Form 472 requests for certification at least five (5) business days prior to the FCC invoice deadline date for the Funding Request Number(s) ("FRN") being submitted on the Form 472. Upon receipt of the USAC/SLD check in the amount of the certified Form 472, Frontier will remit payment to Customer

within twenty (20) business days after receipt of the payment from USAC/SLD. It is solely Customer's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program.

Service Frontier Invoice – ("SPI") – Form 474:

After Frontier has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, Frontier will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any Frontier or USAC/SLD Forms needed to support requests for payment of Services rendered. In the event USAC/SLD denies payment, Customer will be responsible for repayment of all funds provided to Customer by Frontier associated with this process.

**8. Service Substitution Criteria.**

A service substitution is a change in the products and/or services specified in the FCC Form 471 (Description of Services Ordered and Certification Form). In certain limited circumstances, applicants or service providers may request and be approved for service substitutions. In addition, service providers or equipment manufacturers may submit a "global" service substitution if, for example, they want to replace a discontinued product with a new product across all funding requests. The certifications and representations made in the original FCC Form 471 application apply to the service substitution request. False statements on a service substitution request carry the same penalties as those indicated in the FCC Form 471 certifications. Service substitutions encompass changes in the technical components (products, services, or both) specified in the FCC Form 471. Applicants who file service substitution requests must comply with the deadlines for the certifying the FCC Form 486 (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form).

Service or product substitutions must meet the following conditions as specified in the Federal Communications Commission (FCC) rules:


- a. The substituted services or products have the same functionality as the services or products contained in the original proposal.
- b. The substitution does not violate any contract provisions or any state or local procurement laws.
- c. The substitution does not result in an increase in the percentage of ineligible services or functions.
- d. The requested change is within the scope of the establishing FCC Form 470, including any Requests for Proposal (RFPs), for the original products and/or services.

If a service substitution results in a change in the pre-discount price for the supported service, Schools and Libraries (E-rate) Program funding will be based on either the pre-discount price of the product or service for which support was originally requested or the pre-discount price of the new, substituted product or service, whichever is lower.

**9. Multi-Year Contracts for Newly-Eligible Services.**

If the original FCC Form 470 or RFP did not include the newly-eligible services, the applicant will be required to post a new FCC Form 470 for those services.

FCC RULES REQUIRE THAT PRIOR TO SUBMISSION OF FORM 471 APPLICATION FOR FUNDING THE PARTIES MUST HAVE ENTERED INTO A BINDING CONTRACT FOR THE SERVICES MADE THE SUBJECT OF THE APPLICATION. IT IS THE CUSTOMER'S RESPONSIBILITY TO ENSURE THAT ANY OTHER APPLICABLE REQUIREMENTS FOR A BINDING CONTRACT HAVE BEEN MET PRIOR TO THE SUBMISSION OF A FORM 471.

<b>Frontier Communications of America, Inc.</b>		<b>Pierce Joint Unified School District</b>	
<b>Frontier's Signature:</b>   <small>Matthew mcolgan (Feb 16, 2021 17:38 PST)</small>		<b>Customer's Signature:</b>  	
<b>Printed Name:</b>	Matthew McColgan	<b>Printed Name:</b>	Carol Geyer
<b>Title:</b>	Director, Enterprise Sales	<b>Title:</b>	Superintendent
<b>Date:</b>	02/16/2021	<b>Date:</b>	

**Exhibit 1**  
**E-Rate Services**

A Location	Z Location	NRC	1Gbps	2Gbps	Circuit ID
Colusa COE 146 7 <sup>th</sup> St Colusa CA 95922	PJUSD Data Center 540 A 6 <sup>th</sup> St Arbuckle CA 95912	\$0.00	\$825.00	\$1452.00	45/KGGS/695259/CZUC
PJUSD Data Center 540 A 6 <sup>th</sup> St Arbuckle CA 95912	Arbuckle Elementary 701 Hall St Arbuckle CA 95912	\$0.00	\$825.00	\$1452.00	FA/KRGN/587403/CZUC
Pierce High 960 Wildwood Rd Arbuckle CA 95912	PJUSD Data Center 540 A 6 <sup>th</sup> St Arbuckle CA 95912	\$0.00	\$825.00	\$1452.00	45/KGGS/479657/CZUC



**E-LINE SCHEDULE**  
**ETHERNET VIRTUAL PRIVATE LINE (EVPL)**  
**ETHERNET PRIVATE LINE (EPL)**

Frontier Confidential

This is Schedule Number **S-0000261422** to the Frontier Services Agreement dated July 1st, 2021 (“FSA”) by and between **Pierce Joint Unified School District** (“Customer”) and **Frontier Communications of America, Inc.** on behalf of itself and its affiliates (“Frontier”). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

**Primary Service Location:** 506-A 6<sup>th</sup> St, Arbuckle CA 95912  
**Schedule Type/Purpose:** Revision to upgrade existing Services

**Schedule Date:** July 1st, 2021  
**Service Term:** 36 months

Service	NRC	MRC
Ethernet Virtual Private Line (EVPL)	\$ 0.00	\$ 4,356.00
Ethernet Virtual Private Line (EVPL) – Private Network for Frontier Managed SD WAN (details in Table 2)	\$	\$
Ethernet Private Line (EPL)	\$	\$
Ethernet Virtual Circuit(s) – EVC (details in Table 3)	\$	\$
Ethernet Internet Access (EIA) Internet Port and Silver EVC (details in Table 4)	\$	\$
Special Construction	\$	\$
<b>Total:</b>	<b>\$ 0.00</b>	<b>\$ 4,356.00</b>

**Interstate / Intrastate Pricing Certification:** “interstate in nature” means that the traffic transported by the Service originates in one state and terminates in another state or outside the United States, regardless of how it is routed. Designation may impact taxes and surcharges applicable to the Service. Customer certifies that its traffic over such Services will be:  more than 10% interstate in nature (subject to federal jurisdiction/fees)  10% or less interstate in nature (subject to state jurisdiction/fees)

**Table 1: E-LINE**

Service Location	Service Address, and NPA NXX:	Service	Charges	
			NRC	MRC
<b>A</b> renew+upgrade	540 A 6 <sup>th</sup> St, Arbuckle, CA, 95912, 530 476	Access CIR (Mbps) <b>2000 MbpMbps</b>	\$ 0.00 \$	\$ 0.00 \$
<b>B</b> renew+upgrade	146 7 <sup>th</sup> St, Colusa, CA, 95922, 530 458	Access CIR (Mbps) <b>2000 MbpsMbps</b>	\$ 0.00 \$	\$ 1452.00 \$
<b>C</b> renew+upgrade	701 Hall St, Arbuckle, CA, 95912, 530 476	Access CIR (Mbps) <b>2000 MbpMbps</b>	\$ 0.00 \$	\$ 1452.00 \$
<b>D</b> renew+upgrade	960 Wildwood Rd, Arbuckle, CA, 95912, 530 476	Access CIR (Mbps) <b>2000 MbpMbps</b>	\$ 0.00 \$	\$ 1452.00 \$
<b>E</b>	street, city, state, zip, NPA NXX	Access CIR (Mbps) <b>Select Mbps</b>	\$ \$	\$ \$
<b>Subtotal:</b>			<b>\$ 0.00</b>	<b>\$ 4356.00</b>

**Table 2: SD WAN Private Network**

Service Level (Silver, Gold, Platinum)	Select Mbps	Service Location from Table 1	MRC
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
Select	SelectMbps	Select	\$
<b>Subtotal:</b>			<b>\$</b>



Table 3: ETHERNET VIRTUAL CIRCUIT(S)				
Type of EVC (Silver, Gold, Platinum)	EVC CIR (Mbps)	Originating Access Service Location from Table 1	Terminating Access Service Location from Table 1	MRC
Silver renew+upgrade	2000Mbps	A	C	\$ 1452.00
Silver renew+upgrade	2000Mbps	B	A	\$ 1452.00
Silver renew+upgrade	2000Mbps	D	A	\$ 1452.00
Select	Mbps	Select	Select	\$
Select	Mbps	Select	Select	\$
<b>Subtotal:</b>				<b>\$ 4356.00</b>

Table 4: Internet Access				
Internet Service added to LAN Solution	Internet Elements	Originating Access Location	Termination on the Internet	MRC
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
EIA Internet Port and Silver EVC	Mbps	Select	Internet Port	\$
<b>Subtotal:</b>				<b>\$</b>

**1. Service Description:**

**a. Ethernet Virtual Private Line (EVPL)** is a data transport configuration providing point-to-point or point-to-multipoint Ethernet connections between a pair of User Network Interfaces (UNIs). EVPL as a point-to-point configuration can be used to support delivery of eligible Frontier services to a designated Customer. Location (e.g. Frontier Connect—Cloud). EVPL is a carrier grade data networking service featuring Quality of Service (QoS) and the following progressively higher Class of Service (CoS) levels: Silver Service, Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EVPL Silver Service on a standard best efforts’ basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier’s Shared Infrastructure. EVPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of service multiplexed capability over UNIs and Ethernet Virtual Connections (EVCs) through the use of Virtual Local Area Networks (VLANs) in order to secure traffic separation, privacy and security between Customer’s Service Locations over Frontier’s shared switch and backbone infrastructure. Ethernet Virtual Private Line will accept and carry untagged and or tagged traffic as described per IEEE 802.1Q networking standards specific to Frontier’s Ordering Guidelines for this Service. Physical termination shall conform to applicable rules and regulations with respect to Minimum point of entry (MPOE) and demarcation point. If Customer requests extensions beyond the MPOE, such extension (s) shall be subject to Frontier’s cabling service policies and Frontier’s charges related thereto per separate Frontier Cabling Service and Fee Schedule.

**b. Ethernet Private Line (EPL)** is a data transport configuration providing point-to-point or point to multipoint switched Ethernet connections between a pair of User Network Interfaces (UNIs). EPL is a carrier grade data networking service featuring Quality of Service (QoS) with the following Class of Service (CoS) levels: Silver Service , Gold Service (Priority Data), or Platinum Service (Real Time). Frontier provides EPL Silver Service on a standard best efforts basis and subject to unspecified variable bit rate, latency, and packet loss with dependencies on current traffic load(s) within Frontier’s Shared Infrastructure. EPL will be designed, provisioned and implemented according to standard switched Ethernet components consisting of an all to one bundled, port based, non-service multiplexed Ethernet Virtual Circuit (EVC) and User Network Interface (UNI).

**c. SD WAN Private Network** is a data transport configuration providing multipoint-to-multipoint connections to each Customer User Network Interface (UNI). SD WAN Private Network consists of two (2) or more locations, providing full mesh connectivity for all locations. SD WAN Private Network requires Customer subscribe to Frontier SD WAN service and an EVPL (Table 1) access

**2. Special Construction:** All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer’s acceptance of such costs as a condition to proceeding (“Special Construction”). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

**3. Obligations of Customer.** Customer shall properly use any equipment or software, and all pass codes, personal identification numbers (“PINs”) or other access capability obtained from Frontier or an affiliate or vendor of Frontier and shall surrender the equipment and software in good working order to Frontier at a place specified by Frontier and terminate all use of any access capability upon termination or expiration of this Schedule. Customer shall be responsible for all uses of PINs, pass codes or other access capability during or after the term hereof. Customer agrees that the Equipment and Service provided by Frontier hereunder are subject to



Frontier Confidential

the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance, and the ability to collect service credits as defined in Exhibit 1.

**4. After Hours/Holiday Labor Hours.** If Customer desires coordinated turn up services ("After Hours") during non-business hours, defined below, then the After Hours services shall be provided at the rate of \$175.00 per hour. Non-business hours include: (1) weeknights between the hours of 5:00 p.m. and 7:59 a.m. local time; (2) weekends, including Saturday and/or Sunday and (3) the Frontier designated holidays (New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day).

Such After Hours services may be subject to change, based upon Frontier's reasonable determination of increases in actual costs to provide such After Hours services, determined in accordance with generally accepted commercial accounting practices, and consistent with After Hours service charges for projects comparable to the project outlined in this Schedule.

**5. Internet Acceptable Use Policy and Security.** Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: [http://www.frontier.com/policies/commercial\\_aup/](http://www.frontier.com/policies/commercial_aup/). Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

**6. Service Level Agreement.** The E-Line Service Level Agreement for the described Ethernet Services is attached hereto and incorporated herein as Exhibit 1.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

Pierce Joint Unified School District

Signature: Matthew mccolgan  
Matthew mccolgan (Feb 16, 2021 17:37 PST)  
Printed Name: Matthew McColgan  
Title: Director, Enterprise Sales  
Date: 02/16/2021

Signature: \_\_\_\_\_  
Printed Name: Carol Geyer  
Title: Superintendent  
Date: \_\_\_\_\_





**EXHIBIT 1**

**E-LINE SERVICE LEVEL AGREEMENT**

This **E-LINE Service Level Agreement (“SLA”)** applies to Ethernet Services ordered pursuant to an E-LINE Ethernet Virtual Private Line (EVPL), Ethernet Private Line (EPL) Schedule executed by and between **Pierce Joint Unified School District (“Customer”)** and **Frontier Communications of America, Inc. (“Frontier”)**. The terms of this SLA apply exclusively to the Ethernet network elements directly within Frontier’s management responsibility and control (“E-LINE Service”).

**1. Operational Objectives**

A. **Availability:** Circuit Availability is the ability to exchange data packets with the nearest Frontier Internet Point of Presence or E-LINE Customer egress port (Z location) via the ingress port (A location). “Service Outage” occurs when packet transport is unavailable or when the output signal is outside the limits of this service guarantee. Availability is measured by the number of minutes during a calendar month that the E-LINE Service is operational, divided by the total minutes in that calendar month. Calculation is based on the stop-clock method beginning at the date and time of the Customer-initiated trouble ticket and ends when Frontier restores SLA-compliant circuit operation. Frontier’s E-LINE Service Availability commitment and applicable Service credit are outlined in **Table 1A**, subject to Sections 3 and 4 below.

Table 1A: E-LINE		
Circuit Availability		MRC Service Credit
<b>Availability</b>	<b>99.99%</b>	Below 99.99% Service Credit 30% MRC

B. **Mean Time to Repair (MTTR):** MTTR is a monthly calculation of the average duration of time between Trouble Ticket initiation (in accordance with Section 2B) and Frontier’s reinstatement of the E-LINE Service to meet the Availability performance objective. The MTTR objectives, and credits applicable to a failure to meet such objectives, are outlined in **Table 1B**, subject to Sections 3 and 4 below.

Table 1B: E-LINE		
Mean Time To Repair		MRC Service Credit
<b>MTTR</b>	<b>4 Hours</b>	25 % MRC above 4 hrs
		50% MRC above 6 hrs.

**2. Performance Objectives**

A. **Packet Delivery:** The Frame Loss Ratio (FLR) is a round trip measurement between ingress and egress ports (NIDs) at the Customer’s A and Z locations of packet delivery efficiency. FLR is the ratio of packets lost, round trip, vs. packets sent. Packet delivery statistics are collected for one calendar month. Credits will be based on Frontier’s verification of packet delivery performance between NIDs at Customer’s Service Location. The packet delivery SLA applies to CIR-compliant packets on Ethernet LAN / WAN circuits only. This packet delivery guarantee does not apply to Ethernet Internet services. Frontier offers three FLR Quality of Service (QoS) levels for Ethernet Data Service. The applicable SLA is based on the QoS level, as outlined in **Table 1C**. Ethernet Gold and Platinum are premium level services designed to support commercial customers’ mission-critical and real time applications.

- **Silver QoS** service is Frontier’s basic business class data service with improved performance across all standard performance parameters. Ethernet Silver SLA, termed Standard Data (SD) Service, is Frontier’s upgraded replacement of *Best Effort* Ethernet designed specifically for the commercial customer.
- **Gold QoS** service is a premium business data service featuring enhanced performance parameters with packet forwarding priority set to *Priority Data*.
- **Platinum QoS** service carries Frontier’s highest QoS performance parameters and includes voice grade packet forwarding priority set to *Real Time*.

If packet delivery performance falls below the applicable packet delivery percentage, Customer will be entitled to a Service credit as outlined in **Table 1C**, subject to Sections 3 and 4 below.

Table 1C: E-LINE Frame Loss Ratio (FLR)				
Packet Loss QoS Level	Frame Loss Ratio (FLR)			MRC Service Credit
	CITY	STATE	Inter-STATE	
<b>Silver</b> [Standard Data Service]	<b>0.10%</b>	<b>0.10%</b>	<b>0.10%</b>	<b>10%</b>
<b>Gold</b> [Priority Data Service]	<b>0.01%</b>	<b>0.01%</b>	<b>0.025%</b>	<b>15%</b>
<b>Platinum</b> [Real Time Data Service]	<b>0.01%</b>	<b>0.01%</b>	<b>0.025%</b>	<b>20%</b>





- B. **Latency:** Latency, Frame Transfer Delay (FTD), is the maximum packet delivery time measured round-trip between Customer’s A and Z locations at the Committed Information Rate (CIR). Latency is measured across On-Net Service paths between ingress and egress NIDs. Measurements are taken at one-hour intervals over a one month period. Credits are based on round-trip latency of 95<sup>th</sup> percentile packet. Customer must meet the following criteria to qualify for Service credits on the E-LINE Latency SLA outlined in **Table 1D**:
- Access loops at Customer locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each premise to qualify for the circuit SLA.
  - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for On-Net Services. Customer will be entitled to Service credits if the Service fails to meet applicable Performance Objective as outlined in **Table 1D** subject to Sections 3 and 4 below

<b>Table 1D: E-LINE Frame Transfer Delay (FTD):</b>				
Latency QoS Level	Round Trip Delay CITY	Round Trip Delay STATE	Round Trip Delay Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	≤ 56 ms	≤ 100 ms	≤ 250 ms	10%
<b>Gold</b> [Priority Data Service]	≤ 26 ms	≤ 60 ms	≤ 160 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 14 ms	≤ 36 ms	≤ 140 ms	20%

- C. **Jitter:** Packet Jitter, Frame Delay Variance (FDV), is the difference in end-to-end one way delay between selected packets in a data stream with any lost packets being ignored. Frontier guarantees average FDV (inter-packet differential) performance on E-LINE Service transmissions will meet performance parameters outlined in the table below. Credits are based on the monthly average Frame Delay Variance. Customer must meet the following criteria to qualify for Service credits on the E-LINE Jitter SLA:
- Access loops at Customer Service Locations A and Z may be fiber or copper connectivity from the Serving Wire Center to the NIDs at each Service Location to qualify for Fiber Loop FDV SLA.
  - Each SLA guarantee is associated with ONLY one QoS Level. Frontier will honor the Service credit associated with the QoS level ordered for E-LINE Services, as outlined in the applicable Ethernet Service Schedule. Customer will be entitled to the credit as outlined in **Table 1E** if E-LINE Services fail to meet applicable service level objectives, subject to Sections 3 and 4 below.

<b>Table 1E: E-LINE Frame Delay Variance (FDV):</b>				
Jitter QoS Level	Average Jitter Per Site CITY	Average Jitter Per Site STATE	Average Jitter Per Site Inter-STATE	MRC Service Credit
<b>Silver</b> [Standard Data Service]	n/s	n/s	n/s	10%
<b>Gold</b> [Priority Data Service]	≤ 8 ms	≤ 40 ms	≤ 40 ms	15%
<b>Platinum</b> [Real Time Data Service]	≤ 3 ms	≤ 8 ms	≤ 10 ms	20%

**3. Service Outage Reporting Procedure.**

- A. Frontier will maintain a point-of-contact for Customer to report a Service Outage, twenty-four (24) hours a day, seven (7) days a week.
- B. When E-LINE Service is suffering from a Service Outage, Customer must contact Frontier’s commercial customer support center (also known as the “NOC”) at 1-(888) 637-9620 to identify the Service Outage and initiate an investigation of the cause (“Trouble Ticket”). Responsibility for Trouble Ticket initiation rests solely with Customer. Once the Trouble Ticket has been opened, the appropriate Frontier departments will initiate diagnostic testing and isolation activities to determine the source. In the event of a Service Outage, Frontier and Customer will cooperate to restore the Service. If the cause of a Service Outage is a failure of Frontier’s equipment or facilities, Frontier will be responsible for the repair. If the degradation is caused by a factor outside the control of Frontier, Frontier will cooperate with Customer to conduct testing and repair activities at Customer’s cost and at Frontier’s standard technician rates.
- C. A Service Outage begins when a Trouble Ticket is initiated and ends when the affected E-LINE Service is Available; provided that if the Customer reports a problem with a Service but declines to allow Frontier access for testing and repair, the Service will be considered to be impaired, but will not be deemed a Service Outage subject to these terms.
- D. If Frontier dispatches a field technician to perform diagnostic troubleshooting and the failure was caused by the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; then Customer will pay Frontier for all related time and material costs at



Frontier's standard rates.

**4. Credit Request and Eligibility.**

- A. In the event of a Service Outage, Customer may be entitled to a credit against the applicable On-Net Service MRC if (i) Customer initiated a Trouble Ticket; (ii) the Service Outage was caused by a failure of Frontier's equipment, facilities or personnel; (iii) the Service Outage warrants a credit based on the terms of Section 1; and (iv) Customer requests the credit within thirty (30) days of last day of the calendar month in which the Service Outage occurred.
  - B. Credits do not apply to Service Outages caused, in whole or in part, by one or more of the following: (i) the acts or omissions of Customer or its employees, affiliates, contractors, agents, representatives or invitees; (ii) failure of power; (iii) the failure or malfunction of non-Frontier equipment or systems; (iv) circumstances or causes beyond the control of Frontier or its representatives; (v) a Planned Service Interruption; (vi) Emergency Maintenance or (vii) interruptions resulting from Force Majeure events as defined in Customer's FSA. In addition, Customer will not be issued credits for a Service Outage during any period in which Frontier is not provided with access to the Service location or any Frontier network element, or while Customer is testing and/or verifying that the problem has been resolved. "Planned Service Interruption" means any Service Outage caused by scheduled maintenance, planned enhancements or upgrades to the Frontier network; provided that Frontier will endeavor to provide at least five (5) business days' notice prior to any such activity if it will impact the Services provided to Customer. "Emergency Maintenance" means maintenance which, if not performed promptly, could result in a serious degradation or loss of service over the Frontier network.
  - C. Notwithstanding anything to the contrary, all credit allowances will be limited to maximum of 50% of the MRC for the impacted E-LINE Service, per month. For cascading failures, only the primary or causal failure is used in determining Service Outage and associated consequences. Only one service level component metric can be used for determining Service credits. In the event of the failure of the Service to meet multiple metrics in a one-month period, the highest Service credit will apply, not the sum of multiple Service credits.
  - D. This SLA guarantees service performance of Frontier's Ethernet data services only. This SLA does not cover TDM services [DS1, NxDS1, or DS3 services] or other voice or data services provided by Frontier. This SLA does not apply to services provided over third party non-partner facilities, through a carrier hotel, or over Frontier facilities which terminate through a meet point circuit with a third party non-partner carrier.
  - E. The final determination of whether Frontier has or has not met SLA metrics will be based on Frontier's methodology for assessment of compliant performance. Service Outage credits are calculated based on the duration of the Service Outage, regardless of whether such Service Outage is the result of failure of the Service to meet one or more performance metric.
  - F. Credit allowances, if any, will be deducted from the charges payable by Customer hereunder and will be expressly indicated on a subsequent bill to Customer. Credits provided pursuant to this SLA shall be Customer's sole remedy with regard to Service Outages.
5. **Chronic Outage:** An individual E-LINE Service qualifies for "Chronic Outage" status if such service fails to meet the Availability objectives, and one or more of the following: (a) a single Trouble Ticket extends for longer than 24 hours, (b) more than 3 Trouble Tickets extend for more than 8 hours, during a rolling 6 month period, or (c) 15 separate Trouble Tickets of any duration within a calendar month. If an E-LINE Service reaches Chronic Outage status, then Customer may terminate the affected E-LINE Service without penalty; provided that Customer must exercise such right within ten (10) days of the E-LINE Service reaching Chronic Outage status and provide a minimum of 15 days prior written notice to Frontier of the intent to exercise such termination right.

Pierce Joint Unified School District  
540-A 6th Street Arbuckle, CA 95912  
(530) 476-2892 \* FAX (530) 476-2289  
Thursday February 18, 2021 5:00 pm  
Pierce Joint Unified School District  
Technology Building  
940A Wildwood Road, Arbuckle CA 95912  
Regular Board Meeting Minutes

Governing Board:

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

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1. CALL TO ORDER

President Amy Charter called the meeting to order at 5:00 p.m.

Members Present: George Green, Abel Gomez, Amy Charter, and Barbara Bair

Absent: John R. Friel

Others Present: Carol Geyer, Daena Meras, Jessica Geierman, Dave Vujovich, Laura Hansen, several participants via telephone and/or video.

George Green led the *Pledge of Allegiance*

A. *Pledge of Allegiance*

A motion was made by Mr. Gomez and seconded by Mr. Green to approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

2. APPROVAL OF AGENDA

3. HEARING OF THE PUBLIC – Hearing of the Public will begin at 6:00 p.m. (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

A. 2020/21 Sunshine Proposal from the Pierce Joint Unified School District to the California School Employees Association (CSEA) Chapter #97

B. 2020/21 Sunshine Proposal from the California School Employees Association (CSEA) Chapter #97 to the Pierce Joint Unified School District

No one spoke during Hearing of the Public.

4. Student Body Representative/FFA Representative Report

**Student Body Representative Report:** Betsy Myers reported that Valentine Grams were sold last week at PHS. It consisted of chocolate roses, rice Krispy treats, and chocolate covered strawberries. They were passed out on Friday morning. \$374 was profited from this fund raiser for the senior class. They are hoping to have at least a grad night dinner this year. The senior class also raised \$620 during the Krispy Crème doughnut sales and sold t-shirts and sweatshirts. The annual penny drive will start next week. The golf team has had two matches and won them both, the rest of sports is still in limbo.

**FFA Representative Report:** Katie Williams reported that National FFA Week is coming up. Dress up days and activities have been planned for each day. Teams continue to compete in the Red Hawk Classic online competition which includes CO-OP, Farm Records and BIG. They are signing up for the UC Davis virtual field day as well. At the school farm almond bloom is in full swing, the orchards look beautiful right now. County fair hogs have moved into the farm. The first ever virtual field day was a huge success. Contest chairs and the ag leadership class did a great job of making sure each contest worked as smoothly as possible. There were a lot of compliments and a couple colleges asked how some of the competitions were run. Once again the field day could not have been possible without the help of community members. Thank you notes have been written to all judges and helpers.

5. PRINCIPAL'S REPORTS:

- A. Arbuckle Elementary School/Grand Island Elementary School
- B. Lloyd G. Johnson Junior High School
- C. Pierce High School/Arbuckle Alternative High School

Laura Hansen reported that this week has almost felt like a normal school year and that she and Allison Jansen have been busy handling the everyday normal routines at Arbuckle Elementary and Grand Island Elementary. She reported that winter NWEA testing will start on February 22<sup>nd</sup> and end on March 5. This will be the first time kindergarten classes will take the test this year. Report cards will be completed by March 10 and mailed out on March 11 so parents will have them in time for parent/teacher conferences the week of March 15<sup>th</sup>. Interventions have started at both elementary schools. At Arbuckle Elementary there are 5 teachers 3-5 grade using the Elevate program. They are very happy with the program so far. There are 61 students participating in the program including students from Grand Island. Ms. Tellez and Ms. Luster are offering an intervention class at Grand Island. She reported that on February 2<sup>nd</sup> 100 days of school was celebrated with half of them being in-person instruction. She reported that 5 more students at Grand Island have transitioned from Distance Learning to In-Person. She reported on the number of Distance Learners and In-Person Learners at Grand Island. Kindergarten registration for the 2021/22 school year started at both elementary schools this week. In-person or Distance Learning choice forms were mailed home to Distance Learners on Tuesday asking families if they would like to return to in-person learning on March 15<sup>th</sup>. Forms are due by March 5<sup>th</sup>. She reported that Amy Kuykendall has been working with kindergarten and 1<sup>st</sup> grade teachers on a phonics program that Ms. Tellez has been having success with at Grand Island. Amy is also training high school students to meet with 1<sup>st</sup> graders via zoom to listen to them read. She reported that the sites have been busy covering classes so staff can receive the vaccine.

Jessica Geierman reported that Lloyd G. Johnson Junior High is in the middle of ELPAC testing. She reported that the ELPAC team has been incredible having to test nearly half of the student body. She commended Valerie Vandrey and Amy Kuykendall who came to help Valerie with the testing. She reported on the progress of the testing and that a number of Distance Learners came on campus to take the ELPAC. She reported that the 7<sup>th</sup> and 8<sup>th</sup> grade classes are going to begin a social issues book club in April. She outlined the book club that just concluded with the 8<sup>th</sup> graders and the activities they could choose from to show their knowledge. She stated that the book clubs are very successful and very popular with the students. She reported that about 90% of the teaching staff at Johnson Junior High has received the first round of the vaccine and hopes the second dose goes as smoothly. She has completed most of her formal observations and is very impressed with not only the veteran teachers but the new teachers as well. She is impressed at how the staff has adapted over this past year. She is reaching out to Distance Learning students to give them the opportunity to return to In-Person in March. Progress reports went out on Monday and grades have improved since students have returned to In-Person. She reported that this week she had a visit from a representative from the Tri-County ROP program and JJH will be offering an ROP program starting in March. She outlined the programs that would be available to students both through Zoom and in-person, which included culinary skills, mechanics, and nursing skills, among others. She is excited about this program that would take place after school and would be a replacement for the 7<sup>th</sup> period classes that stopped when Distance Learning began. She handed out a brochure to the Board on the programs available. There was discussion regarding the programs and that there is no limit on the amount of participants. There was further discussion regarding after school transportation for students who want to participate and that the program could continue throughout summer. Mrs. Bair asked about track meets at the junior high. Mrs. Geierman responded she would need to look into that because the junior high does not have a track coach position at this time. Mrs. Geyer added that the district is still working under our reopening guidance and keeping cohorts separate. She believes that the district has been doing such a good job of keeping the K-8 pods separate that opening them up to sports at that level at this time would be outside of the reopening guidelines. Mrs. Geierman outlined how students can play sports together in PE because they remain in their pods but to play sports or at recess the pods would be mixed together and that would go against the reopening guidelines set by the State. There was discussion regarding having a class set of balls for student pods to use at recess. There was further discussion regarding reevaluating the plan to include more lenience for mixing pods.

Mrs. Geyer reported that there is not a lot of adjusting that can be done to the plan since the requirements come from the state and have been negotiated. Mr. Gomez added that things are improving and that we

need to be patient and not go too fast. Mrs. Bair stated that she is not ok with the junior high not having sports. There was discussion regarding track at the junior high level and what sports can be played in the red tier. There was further discussion regarding all tiers and what sports can be played in each tier. Mrs. Bair asked about forming sports pods. Mrs. Geyer outlined how sports pods would look with busing and how there would be no way avoid mixing the existing pods. There was discussion regarding after school activities for students that could encompass sports. There was further discussion regarding revisiting each month what else can be done to promote sports, physical activity, and enhance opportunities for students safely. There was brief discussion regarding parks and recreation activities and that the district is not allowing the use of its facilities at this time. Mr. Green asked about new guidelines from the state conflicting with the current reopening plan and if it would need to be renegotiated at that time. Mrs. Geyer stated that she contacted both our state senator and assembly member last week because they are negotiating with the governor on reopening plans for schools that have not opened. Schools that have opened are asking that no new regulations be put in place that would make opened schools close. Mrs. Bair asked about the timeline for Distance Learners to have the chance to return to In-Person at the junior high. Mrs. Geierman responded that the timeline is the same as the other sites, March 15<sup>th</sup> and gave a breakdown of Distance Learning enrollment.

Dave Vujovich reported that the enrollment at Pierce High School is at 471 and broke it down by grade. Bear Academy for 9<sup>th</sup> graders finished its second week. Most students are making progress and strategies are being discussed on how to motivate the students who are not. He gave kudos to Ms. Ibarra, the Gear-Up counselor and outlined the great things she has been doing for the students. He reported that the 23<sup>rd</sup> Annual FFA Virtual Field Day was a great success. He reported on ROP opportunities that high school students will soon have at Pierce High School and stated that some students will be safe serve certified through the ROP program. He reported that virtual ROP classes are also going to be available to students to make it easier for them to complete a pathway. He reported on computer classes that will be available and that Mrs. McCullough will have two new classes to go along with them, one of which will earn them college credit. He reported that cross country and golf are both finishing up competitions tonight. He stated that the high school is looking for movement at the Governor's office to allow additional sports to begin competition soon. He reported that if there is no new announcement by tomorrow that the decision should be made to cancel football since there would be no way to hold practices and schedule games before the end of April. There was further discussion regarding why there was a deadline of tomorrow to make the decision to cancel football.

6. REPORTS:

A. Math Adoption Report

Dave Chun reported that the adoption process is in the pilot process phase. He reported that Wednesday, February 3<sup>rd</sup>, a parent night was held. It was an opportunity to engage both parents and the community where both publishers gave a short presentation. Feedback and questions from parents and community members were gathered and submitted to the publishers for response. He reported that there was a good turnout with good feedback and questions. He then gave a timeline of the piloting process and stated that CPM is being piloted now, with Agile Mind to begin in March. He outlined the professional development teachers received last week with a follow up in March. He then outlined the next steps and stated that a recommendation should come to the board in April. Mrs. Geyer added that the feedback and questions are in the board packet and were sent to the parents who participated in the parent feedback meeting.

B. Digital Advisors Report

Lindsey Dyer from Digital Advisors took a moment and commended the Board for their extraordinary work they have done in offering their students such a high quality education. She stated that she listened to the principal reports and she is inspired and impressed with the perseverance and courage and creativity of the staff during this challenging time. She continued with a presentation of an engagement recap for the last few month of 2020. She and colleague Anthony Thomas presented on the work they have been doing for the district and gave a summary of next steps for the district. Lindsay stated that Jeff and his team, Carol and Daena, and Alex at the County Office have all been instrumental in the success of the project. Lindsay gave a brief outline of the need of the district to provide high quality internet to the students in the district and on the research that was done to find the gaps in connectivity. She went on to report on the creation of a technology advisory committee that Anthony Thomas provided support to. Anthony continued the report and outlined the meetings that were held with Jeff and conversations regarding the challenges that the district was facing with providing reliable internet to students. He reported on the steps that were taken regarding Erate and the collaboration with the county office. Lindsay then reported on looking ahead and drafting a technology strategic plan. She outlined what the plan would look like and explained that it would begin to put some definition around how the district wants to leverage technology in the classroom. She said the plan would allow the district to be proactive for both planning and budgeting future technology needs that would drive the instructional goals of teachers. She stated that Digital Advisors aims to continue to be an extension of the IT department and would help to optimize the resources of the team, as well as continue to support the Edunet deployment. She then reported on the stimulus and Erate funding that the district is eligible for and that a strategic plan is needed to maximize how the funds will be utilized. Mrs. Geyer thanked Lindsay and Anthony for being a

great resource for the district. She reported that it's been very useful to have another layer of support.

Jeff Stuivenberg reported on the Edunet project. As of Tuesday of last week the Edunet project is officially live. He reported on the installation of equipment and on the initial test. He presented a coverage map and outlined an area that has a service issue due to trees obstructing the antenna and another area where the MPR building is an obstruction. He stated that some adjustments have been made to accommodate for the obstructions. He also reported on the equipment that has been configured that will be going out to students. He thanked the CCOE technology staff for their help on this project. He reported on the next steps that include performing tests with staff and students. He stated that a select number of staff members started testing the equipment yesterday and will record any findings over the next week through a survey that Digital Advisors helped create. Once the staff tests are complete, students will be chosen to conduct testing. Jeff presented a map with the locations of the staff members who are testing. Jeff introduced Alex Evans from CCOE who joined the meeting live from College City. He showed an Edunet router and said that so far everything is looking good with the connectivity and the range of the new equipment. Jeff continued his report and stated that the deployment of the interactive white boards is complete at all sites. Training at AES and GI was completed yesterday, training at JJH and PHS is scheduled for February 24<sup>th</sup>. Jeff is currently focusing on the casting capability of the white boards where teachers and students can show whatever is on their laptop or table onto the white board and what is needed to make that feature work. Jeff has gathered all the information that he needs to make a comparison on a new security system and will bring his recommendation to the Board for approval. Approximately 800 replacement Chromebooks are supposed to be delivered in a few weeks, and he is working on a plan to get them delivered to students before the end of the school year. He is also working on Erate applications for the upcoming year and outlined the projects that he will be submitting for funding. He reported that there is a steady flow of work tickets with about 33 currently open. Mrs. Charter asked how many students he thinks will now have access to the internet because of the Edunet project. Jeff responded that the tests are being done now but he believes that it will be about 300-350 students but that test results will need to be looked at to know true numbers. Mr. Gomez asked if Alex was near the cemetery in College City. Alex responded that he is and that it is about 3.5 miles from the tower using an outdoor unit at ground level with adequate service. There was discussion regarding the trees being an obstacle once the leaves come and there may be a need to have them topped in order to maintain connection.

Francisco Mendoza stated that he is happy to be here and shared that the custodial, bus drivers, maintenance, and grounds staff are doing

### C. Technology Report

### D. Facilities/Transportation Report



great and keeping up with work orders. There are currently 14 open work orders in the district. Little projects are moving forward and clean up around the sites continue. Francisco has asked principals to let him know if there is a need at their site. Transportation is doing great and meetings are being held on a weekly basis. Weekly meeting topics include the importance of wearing masks, safety of students and discipline issues. He reported that he has created and weekly checklist and meets with Mrs. Geyer weekly. He reported that the grounds crew is down one employee right now but things are getting done with such nice weather. One other grounds crew member will be out on leave and Francisco hopes to get a sub to help out. Mrs. Geyer commended Paco for his hard work and for taking over the transportation piece. Mr. Gomez asked about the light pole that is bent on the field and if it is safe and will not fall over in the wind. George Parker stated that he hit the pole and it is secure and a new pole has been ordered. Francisco added that the district mechanic should have his bus license by next month.

George Parker stated that Francisco is doing a great job. He reported that the Ag facility project designs should be submitted to DSA in the middle of March. He reported on the change in the market and how prices for all supplies have gone up giving him cause to worry about the budget. He outlined the items that are on the board for approval tonight. He stated the shade structures are in fabrication and should be shipped by the middle of March. He has solicited concrete prices for the installation of the shade structures that will hopefully come before the Board in April.

Mrs. Geyer outlined the annual Homeless Population Report.

Mrs. Geyer reported that the Board meeting is typically at Grand Island Elementary in February, but due to COVID was not held there this year. She outlined the Grand Island enrollment. Daena added information about small schools funding and the enrollment needed for each tier. Mrs. Geyer added that the district is confident that it will stay in the same tier to be able to maintain three teachers at that site for next year. Grade configurations at Grand Island for next year were discussed.

Mrs. Geyer reported that by March 1<sup>st</sup> of every year the Comprehensive Safety Plan is required to be updated and posted on district websites. She presented the district website and showed where the plan is available to view. The Board approved the plan in October and the March deadline was met. She outlined the contents of the binder and stated that anything to do with safety is kept in this binder. Mr. Gomez asked how COVID notices are recorded. Mrs. Geyer outlined the process that is taken when the district learns of a positive COVID exposure.

E. Homeless Population Report

F. Grand Island Enrollment

G. Comprehensive Safety Plan Report –  
District/Site

Mrs. Geyer stated that the LCAP template has been rolled out and the process of creating the plan has begun. Starting March 1<sup>st</sup> she will be seeking input from both certificated and classified staff. There is a meeting for Spanish speaking parents on March 3<sup>rd</sup> and an English parent meeting on March 10. Messages will be sent for these meetings to have participants join virtually to share input.

Valerie Vandrey reported that ELPAC testing is going strong at Johnson Junior High.

Mrs. Geyer reported there is a negotiation meeting on Monday.

Mrs. Geyer proposed March 19, 2021 as the planning day. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve March 19, 2021 as the Date for the Governance/Leadership Team Planning Meeting. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

A motion was made by Mr. Gomez and seconded by Mr. Green to approve 2021 Winter Cars Submission. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the 2020/21 Spring Sports Coaching Certification. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Mrs. Geyer reported that the calendar has been presented to all groups and the district received feedback from school sites via surveys. She outlined the survey results regarding spring break and stated that half wanted a stand-alone week in March and half wanted the week attached to the Easter holiday. Mr. Green asked if the dates all aligned with county fair dates. Mrs. Geyer responded that they do. A motion was made by Mr. Green and seconded by Mrs. Bair to approve the 2021/22 Pierce Joint Unified School District Attendance Calendar. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

#### H. LCAP Update for 2020/21

7. PJUEA (Pierce Joint Unified Educators Association) Report
8. CSEA (California School Employees Association) Report
9. Consider and approve **Date for Governance/Leadership Team Planning Meeting**
10. Consider and approve **2021 Winter CARS Submission**
11. Consider and approve **2020/21 Spring Coaching Certification**
12. Consider and approve **2021/22 Pierce Joint Unified School District Attendance Calendar**
13. Consider and approve **2021/22 Pierce Joint Unified School District Student Calendar**

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the 2021/22 Pierce Joint Unified School District Student Calendar. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Mrs. Geyer reported that member Edella Maldonado resigned due to work conflict and stated that Mrs. Sarah Charter applied for the position. A motion was made by Mrs. Bair and seconded by Mr. Green to approve the Appointment of Sarah Charter to the Pierce JUSD Citizens' Bond Oversight Committee. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Daena Meras outlined the budget revision. A motion was made by Mr. Green and seconded by Mrs. Bair to approve Resolution #20/21 – 12: Budget Revision. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve the 2020/21 Sunshine Proposal from the Pierce Joint Unified School District to the California School Employees Association (CSEA) Chapter #97. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

A motion was made by Mr. Gomez and seconded by Mr. Green to approve the 2020/21 Sunshine Proposal from the California School Employees Association (CSEA) Chapter #97 to the Pierce Joint Unified School District. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Mrs. Geyer stated that there are no candidates running and if the Board had no one to nominate, no action needs to be taken. No motion was made.

A motion was made by Mr. Green and seconded by Mr. Gomez to approve the Notice of Exemption for the Pierce High School CTE Ag

14. Consider and approve **Appointment of Sarah Charter to the Pierce JUSD Citizens' Bond Oversight Committee**

15. Consider and approve **Resolution #20/21 – 12: Budget Revision**

16. Consider and approve **2020/21 Sunshine Proposal from The Pierce Joint Unified School District to the California School Employees Association (CSEA) Chapter #97**

17. Consider and approve **2020/21 Sunshine Proposal from the California School Employees Association (CSEA) Chapter #97 to the Pierce Joint Unified School District**

18. Consider and approve **Official 2021 California School Board Association Delegate Assembly Ballot Sub Region 4-C**

19. Consider and approve **Notice of Exemption for the Pierce High School CTE Ag Learning Center Project**

Learning Center Project. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Mrs. Geyer stated that this is to approve J-Walt Construction as the low bidder, not as the contractor for the project. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve J-Walt Construction as the Low Bidder for Alterations to Building E (North Gym) at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

George Parker reported that a bid walk was advertised for this project and seven contractors showed up. On bid day, three contractors submitted bid on time, two were late. He gave his concerns on this project that the bids that were coming in were very high for this sort of project. He stated that he had heard from other districts that the bids coming in were doubled for similar projects in these times with the industry market. He recommends moving forward with this project even though it is a bit over budget. The increase to the facilities for students is a huge benefit. Daena Meras outlined the budget for this project which would utilize developer fees and/or bond dollars. Mrs. Geyer outlined further projects that the bond money would potentially be used for. Mrs. Charter asked even with the cost of projects going up is there still enough bond funds to cover all projects? Mr. Parker explained the projects and stated that projects will be looked at and be made to fit the budget that is available. He reported on the state match grant that is pending for Arbuckle Elementary. Mrs. Bair asked what the next project is after the Ag building. Mrs. Geyer stated that there is no other solid projects in the future, but replacing portables at the high school was talked about. Mr. Parker added that the kitchen project at Arbuckle Elementary was put on hold and could be another potential future project. He believes the district is in a good place and has completed several great projects. A motion was made by Mr. Gomez and seconded by Mrs. Bair to approve the Agreement between J-Walt Construction, Inc. and Pierce Joint Unified School District for Alterations to Building E (North Gym) at Pierce High School. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

George Parker outlined the Loan Agreement. He stated that it is exactly what the District was looking for and he agrees with every aspect of the loan agreement. Mrs. Geyer stated that the contract with

20. Consider and approve **J-Walt Construction as the Low Bidder for Alterations to Building E (North Gym) at Pierce High School**

21. Consider and approve **Agreement between J-Walt Construction, Inc. and Pierce Joint Unified School District for Alterations to Building E North Gym) at Pierce High School**

22. Consider and approve **Energy Conservation Assistance Act Loan Agreement between the California Energy Commission and Pierce Joint Unified School District for Solar Project**

Compass Learning will be brought to the February 25, 2021 Special Board Meeting for approval. A motion was made by Mr. Gomez and seconded by Mr. Green to approve the Energy Conservation Assistance Act Loan Agreement between the California Energy Commission and Pierce Joint Unified School District for Solar Project. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

23. Consider and approve **Consent Agenda:**
  - A. Minutes of January 21, 2021 Regular Board Meeting
  - B. Warrant List for January 2021
  - C. Interdistrict Transfers:
    1. Transferring OUT for the 2021/22 School Year:
      - a. One (1) Student to Woodland CA – continuing
  - D. Contracts:
    1. Agreement for Governance Consulting Services between Pierce Joint Unified School District and California School Boards Association

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the Consent Agenda. Voting Aye: Mr. Gomez, Mr. Green, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.

Items to be agendized

- 2<sup>nd</sup> Interim Budget Report
- Tenure Celebration
- Erate Contracts
- Student Wellness Policy Indicator

Mr. Gomez asked about funding for COVID related items related to cleaning and sanitizing. Daena Meras responded that the district is in good shape with safety and cleaning supplies. The County Office has provided more supplies as well.

Mrs. Geyer reported that the District has been doing great and she is very proud of what has been happening in our district. She reminds people that the district is still operating under the re-opening plan as a requirement to stay open. She knows it is a struggle and we want to open up and do more. When positive cases come through it takes time to get through the notices that need to go out and the investigations that need to take place. She reported that there is another vaccine clinic tomorrow and the remainder of the staff that wanted it can sign up to receive it. As a privacy issue, the District does not know who has or has not received the vaccine. She reported that the District has been really fortunate with substitute teachers lately. There have been more young substitutes and even some returning Pierce graduates. The District has hired 5 substitute teachers as their own employees so

24. Items to be agendized for next regular meeting

25. Superintendent's Report

they are not part of the substitute consortium which benefits the District. Summer school input meetings are scheduled for English and Spanish parents and for staff. LCAP input meetings are scheduled. The Ask the Superintendent session was held on Tuesday. Topics included the vaccine, requests to attend the Summer School meetings, and LCAP. She will meet with Elevate next week. There are teachers doing Elevate during the regular school year and teachers have committed to teaching it over the summer. At the Admin meeting next week the representative from NWEA will attend and then she will meet with the literacy coach and each principal separately to maximize the program capabilities.

No report was given

26. Board President’s Report

27. CLOSED SESSION:

A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

Certification	Position	Status
Certificated	Literacy Coach	Resignation
Certificated	Athletic Director – JJH	Resignation
Certificated	Long Term Substitute – TK	Hiring
Certificated	Substitute Teacher	Hiring

B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release

C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)

D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to conduct verbal evaluation and discuss format, goals,

and priorities for the Superintendent's evaluation

The Board went into CLOSED SESSION at 7:54 p.m.

22. OPEN SESSION - Report Action Taken in CLOSED SESSION

The Board reconvened at 8:00 p.m. and reported action taken on the following:

- A. PUBLIC EMPLOYMENT: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss employee matters:

**A motion was made by Mr. Green and seconded by Mr. Gomez to approve the PUBLIC EMPLOYMENT. Voting Aye: Mr. Gomez, Mr. Green, Mr. Friel, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: John R. Friel.**

Certification	Position	Status
Classified	Technology Assistant – District Wide	Hiring
Classified	Para Educator - AES	Hiring
Certificated	Long Term Substitute – AES (2) positions	Hiring
Classified	Campus Supervisor – AES	Hiring

- B. PUBLIC EMPLOYEE DISCIPLINE / DISMISSAL / RELEASE: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to discuss public employee discipline/dismissal/release  
**No ACTION was taken**

- C. CONFERENCE WITH LABOR NEGOTIATOR: Pursuant to Government Code sec. 54957.6, the Board will meet in CLOSED SESSION to give direction to Agency Negotiator, Carol Geyer, regarding negotiations with PJUEA (Pierce Joint Unified Educators Association) and CSEA (California School Employees Association)  
**No ACTION was taken**

- D. PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Superintendent: Pursuant to Government Code sec. 54957, the Board will meet in CLOSED SESSION to conduct verbal evaluation and discuss format, goals, and priorities for the Superintendent's evaluation  
**No ACTION was taken**

The Board adjourned at 8:01 p.m.

23. ADJOURN

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Carol Geyer, Secretary to the Board of Trustees

Pierce Joint Unified School District  
540-A 6th Street Arbuckle, CA 95912  
(530) 476-2892 \* FAX (530) 476-2289  
Friday, February 19, 2021  
Pierce Joint Unified School District  
Technology Building  
940A Wildwood Road, Arbuckle CA 95912  
Special Board Meeting Minutes

**Governing Board:**

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

---

1. CALL TO ORDER

President Amy Charter called the meeting to order at 9:11 a.m.

Members Present: George Green, Abel Gomez, Amy Charter, Barbara Bair, and John R. Friel

Absent: None.

Others Present: Carol Geyer, (remotely) Bob Caine, Don Friel, Jessica Geierman, Allison Jansen, and Laura Hanson

*A. Pledge of Allegiance*

Abel Gomez led the *Pledge of Allegiance*

2. APPROVAL OF AGENDA

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the agenda. Voting Aye: Mr. Gomez, Mr. Green, Mr. Friel, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: None.

3. HEARING OF THE PUBLIC (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

No one spoke at this time.

4. 2021 Board Governance Training

The Board met for Governance Training. Mr. Bob Caine from California School Boards Association facilitated the meeting remotely. The objectives for the training included discussing key components of an effective governance system, review of successes and challenges from the past year, brainstorming ideas for addressing academic, social, physical and emotional needs of students, and involving the administrative team in program development goals. The board took a 10 minute recess at 10:25.

5. ADJOURN

The Board adjourned at 11:59 a.m.

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Carol Geyer, Secretary to the Board  
of Trustees



Pierce Joint Unified School District  
540-A 6th Street Arbuckle, CA 95912  
(530) 476-2892 \* FAX (530) 476-2289  
Thursday, February 25, 2021  
Pierce Joint Unified School District  
Technology Building  
940A Wildwood Road, Arbuckle CA 95912  
Special Board Meeting Minutes

**Governing Board:**

Amy Charter, President

Abel Gomez, Vice President

Barbara Bair, Clerk

John R. Friel, Member

George Green, Member

---

1. CALL TO ORDER

President Amy Charter called the meeting to order at 8:16 a.m.

Members Present: George Green, Amy Charter, Barbara Bair, and John R. Friel. Abel Gomez arrived at 8:55 a.m.

Absent: None.

Others Present: Carol Geyer and (remotely) Bob Caine. Laura Hansen, Allison Jansen, Jessica Geierman, Dave Vujovich and Don Friel joined the meeting at 9:00 a.m.

Barbara Bair led the *Pledge of Allegiance*

*A. Pledge of Allegiance*

A motion was made by Mrs. Bair and seconded by Mr. Green to approve the agenda. Voting Aye: Mr. Green, Mr. Friel, Mrs. Charter, and Mrs. Bair. Voting No: None. Absent: Mr. Gomez.

2. APPROVAL OF AGENDA

No one spoke at this time.

The Board met for Governance Training. Mr. Bob Caine from California School Boards Association facilitated the meeting remotely. The objectives for the meeting were to: review concepts regarding "governing through an equity lens", review progress made to address issues in district policy on equity, review draft of plan generated at the previous workshop for meeting the challenges in the coming year to meet the needs of each and every student, plan for the tentative joint meeting with the Admin team, and evaluate the two workshops and make suggestions for future board trainings. The Board took a 15 minute recess at 10:35 a.m.

3. HEARING OF THE PUBLIC (Speakers will be given three (3) minutes to speak with a twenty (20) minute limit per topic)

4. 2021 Board Governance Training

The Board adjourned at 12:07 p.m.

5. ADJOURN

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Carol Geyer, Secretary to the Board  
of Trustees

## Checks Dated 02/01/2021 through 02/28/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00418635	02/05/2021	Ambriz, Erica	01-5200	MILEAGE TO GIE		43.68
00418636	02/05/2021	AMPLIFIED IT	01-5800	Support hours Amplified IT		2,250.00
00418637	02/05/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		170.75
00418638	02/05/2021	CINTAS	01-5800	LINEN SVC	205.20	
			13-5800	LINEN SVC	338.74	543.94
00418639	02/05/2021	DANIELSEN CO.	13-4300	CAFE SUPL	637.85	
			13-4700	CAFE SUPL	730.52	1,368.37
00418640	02/05/2021	Gessford, Clara	01-4300	ASES SUPL		62.16
00418641	02/05/2021	HD SUPPLY FACILITIES MAINT	01-4300	COVID PARTS	772.31	
				PROMPT PAY DISC	74.58-	697.73
00418642	02/05/2021	Huerta, Micaela	01-5821	LIVE SCAN REIMB		20.00
00418643	02/05/2021	HUST BROTHERS INC	01-4300	RENTAL CHARGE		15.98
00418644	02/05/2021	HYLEN DISTRIBUTING	13-4700	CAFE SUPL		3,932.00
00418645	02/05/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		244.53
00418646	02/05/2021	ORLAND AUTO PARTS	01-4300	PARTS SUPL		1,128.64
00418647	02/05/2021	Ornbaun, Cody	01-5821	LIVE SCAN FEE REIMB		25.00
00418648	02/05/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		2,838.09
00418649	02/05/2021	PIERCE JOINT UNIFIED SCHOOL REVOLVING ACCT	01-9536	PIERCE JUSD-EDD/SDI PMT		2,601.42
00418650	02/05/2021	PITNEY BOWES GLOBAL FINANCE SVC LLC	01-5900	POSTAGE-LEASE		718.21
00418651	02/05/2021	SCHOOL SPECIALTY	01-4300	Classroom supplies		63.69
00418652	02/05/2021	SHIFFLER	01-4300	RMA SUPL-DOOR SECURITY DEVICE		208.56
00418653	02/05/2021	STAPLES ADVANTAGE	01-4300	TRANS DESK SUPL/DO OFC SUPL	105.11	
			01-4320	Ink toner for teacher printers	510.30	615.41
00418654	02/05/2021	T-MOBILE	01-5900	200 T-Mobile Hotspots Monthly Billing		2,000.00
00418655	02/05/2021	TEACHERS COLLEGE READING & WRITING PROJECT	01-5200	Book Clubs Institute - COVID Distance Learning		1,300.00
00418656	02/05/2021	TIAA BANK	01-5650	COPIER LEASE		239.49
00418657	02/05/2021	VERIZON WIRELESS	01-5900	Monthly cost data plan		5,129.03
00418658	02/05/2021	WAXIE SANITARY SUPPLY	01-4300	COVID SUPL	5,562.42	
				MO SUPL	62.99	5,625.41
00418769	02/12/2021	ACADEMIC INNOVATION	01-5800	My10yearPlan		508.75
00418770	02/12/2021	ACCESS INFORMATION MANAGEMENT	01-5800	SHRED SVC		60.47
00418771	02/12/2021	ALHAMBRA	01-4300	WATER SVC		127.40
00418772	02/12/2021	ALMOND DIESEL REPAIR INC	01-5600	MOWER NEW TIRES INSTALL		361.75
00418773	02/12/2021	ALSCO GEYER ACE HARDWARE	01-4300	MO PARTS	201.25	
				NTE Wood & Welding Supplies for Class Projects	20.77	222.02
00418774	02/12/2021	ALSCO GEYER IRRIGATION INC	01-4300	MO SUPL		18.03

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE

## Checks Dated 02/01/2021 through 02/28/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00418775	02/12/2021	Barham, Jennifer	01-4300	TCHR SUPL		30.14
00418776	02/12/2021	BIMBO BAKERIES USA	13-4700	BREAD SUPL		270.29
00418777	02/12/2021	CALIFORNIA CHAMBER OF COMMERCE	01-4300	LABOR LAW POSTERS		496.94
00418778	02/12/2021	CALIFORNIA GEOLOGICAL SURVEY SCHOOL REVIEW UNIT	21-6200	PHS AG CTE LEARNING CTR PROJECT		3,600.00
00418779	02/12/2021	CLOSE LUMBER INC	01-4300	PARTS-AES ROOF		113.23
00418780	02/12/2021	DANIELSEN CO.	13-4300	CAFE SUPL	598.29	
			13-4700	CAFE SUPL	1,496.75	2,095.04
00418781	02/12/2021	DEPARTMENT OF JUSTICE ACCOUNTING OFC	01-5821	FINGERPRINT APPS		275.00
00418782	02/12/2021	Dorantes, Angela	01-5200	MILEAGE REIMB		21.28
00418783	02/12/2021	ELB US INC	01-4400	interactive whiteboards COVID Quote BOM 281973		183,780.01
00418784	02/12/2021	FLYERS ENERGY LLC DEPT #34516	01-4325	FUEL SUPL		875.29
00418785	02/12/2021	FOLLETT SCHOOL SOLUTIONS INC	01-5800	Annual Follett renewal for all sites		4,308.79
00418786	02/12/2021	FRONTIER	01-5900	PHONE SVC		108.02
00418787	02/12/2021	GENERAL PRODUCE COMPANY, LTD	13-4700	CAFE SUPL		1,566.45
00418788	02/12/2021	GOLD STAR FOODS	13-4700	CAFE SUPL		4,872.11
00418789	02/12/2021	HD SUPPLY FACILITIES MAINT	01-4300	COVID-STORAGE RACK	374.68	
				HVAC -BATHROOM FANS	191.44	
				PROMPT PAY DISC	15.45-	550.67
00418790	02/12/2021	INLAND BUSINESS SYSTEMS	01-4300	STAPLE WASTE BOTTLE-JJH	630.63	
			01-5800	COPIER MAINT	677.61	1,308.24
00418791	02/12/2021	KING CONSULTING INC	25-5800	Professional Services for OPSC Applications		892.50
00418792	02/12/2021	MJB WELDING INC	01-4300	NTE Welding Supplies for class projects		346.15
00418793	02/12/2021	ORIENTAL TRADING CO	01-4300	Incentives for students		28.93
00418794	02/12/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		3,241.18
00418795	02/12/2021	PIEDMONT PLASTICS #544	01-4300	COVID SUPL		589.88
00418796	02/12/2021	PLATT ELECTRIC SUPPLY	01-4300	EDUNET PROJ-PARTS	726.47	
				ELECTRICAL PARTS-EDUNET	107.65	834.12
00418797	02/12/2021	PREFERRED CARPET CLEANING	01-5800	CLEANING SVC		750.00
00418798	02/12/2021	RIVERVIEW INTERNATIONAL TRUCKS	01-4300	BUS 6 PARTS		676.20
00418799	02/12/2021	SCHOLASTIC BOOK CLUBS	01-4200	Library grant-books		292.26
00418800	02/12/2021	SCHOLASTIC INC	01-4200	Library grant-books		326.04
00418801	02/12/2021	SCOUT SCOUT FROM UNIV OF CA	01-5800	AP Calc AB - 2nd Semester		1,995.00
00418802	02/12/2021	SHIFFLER	01-4300	COVID SUPL	305.76	
				DOOR CLOSER-S GYM	804.55	1,110.31
00418803	02/12/2021	STEVENSON PEST CONTROL	01-5800	20/21 Pest Control Fees		370.00

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ESCAPE ONLINE

Page 2 of 5

## Checks Dated 02/01/2021 through 02/28/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00418804	02/12/2021	STRICTLY TECHNOLOGY LLC	01-4300	IT supplies quote 88567		213.43
00418805	02/12/2021	TRI-COUNTY SCHOOLS INS GROUP	01-3402	FEB HLTH	10,999.00	
			01-9514	FEB HLTH	16,952.00	27,951.00
00418806	02/12/2021	VALLEY TRUCK & TRACTOR CO	01-4300	MO PARTS SUPL		51.56
00418807	02/12/2021	VISTA HIGHER LEARNING	01-4200	Descubre 2 - COVID distance learning online access		3,264.55
00418808	02/12/2021	WASHBURN AG SERVICES	01-4300	Farm Supplies, Feed, etc		102.00
00418809	02/12/2021	Waters, Scott T	01-5200	MILEAGE REIMB		29.12
00418810	02/12/2021	White, Michele A	01-5200	MILEAGE REIMB		43.68
00418933	02/19/2021	APPEAL-DEMOCRAT COLUSA SUN HERALD	01-4300	52 WEEK RNWL		264.00
00418934	02/19/2021	ARBUCKLE PUBLIC UTILITY DIST	01-5510	RENTAL WATER SEWER		50.00
00418935	02/19/2021	CALTRONICS BUSINESS SYSTEMS	01-5650	COPIER MAINT		146.10
00418936	02/19/2021	COLUSA CO WATER WORKS DIST #1	01-5510	RENTAL WATER SVC		120.00
00418937	02/19/2021	Dorantes, Angela	01-5200	MILEAGE REIMB		21.28
00418938	02/19/2021	EAGLE ARCHITECTS	25-6200	Design Services Girls Locker Room Alterations PHS		1,265.00
00418939	02/19/2021	HD SUPPLY FACILITIES MAINT	01-4300	COVID SIGNAGE	448.91	
				MO PARTS SUPL	222.65	
				MO SUPL	43.14	
				MO-FAUCETS	786.57	1,501.27
00418940	02/19/2021	INLAND BUSINESS SYSTEMS	01-5650	COPIER MAINT		123.82
00418941	02/19/2021	JW WOOD CO INC	01-4400	Hydration Stations - PHS/JJH COVID		5,336.30
00418942	02/19/2021	LOZANO SMITH LLP	01-5870	JAN SVC		1,563.50
00418943	02/19/2021	ORIENTAL TRADING CO	01-4300	TK/K Registration Folders		107.14
00418944	02/19/2021	PACIFIC GAS & ELECTRIC	01-5530	GAS ELECTRIC		22,541.99
00418945	02/19/2021	PORTER CAPITAL CORP AGILE MIND EDUCATIONAL	01-5800	Agile Minds - 2 Virtual Advisors		1,500.00
00418946	02/19/2021	PURCHASE POWER	01-5900	8000900000735229 POSTAGE SUPL		2,000.00
00418947	02/19/2021	RECOLOGY BUTTE COLUSA	01-5520	DEBRIS BOX		688.62
00418948	02/19/2021	RECOLOGY BUTTE COLUSA COUNTIES	01-5520	DISPOSAL SVC		3,991.95
00418949	02/19/2021	RICHARD'S TREE SERVICE INC	01-5800	TREE REMOVAL-AES		2,800.00
00418950	02/19/2021	S.L.I.C. CO-OP GRIDLEY UNIFIED SCHOOL DIST	13-5300	20/21 ANNL MEMBERSHIP FEES		250.00
00418951	02/19/2021	SCHOLASTIC INC	01-4200	Library grant-books		324.97
00418952	02/19/2021	STRICTLY TECHNOLOGY LLC	01-4400	chromebase replacements COVID 19 quote 88565		3,431.87
00418953	02/19/2021	TOP TIER DATACOM INC	01-5800	REPAIRS		630.00
00418954	02/19/2021	U.S. BANK CORP PAYMENT SYS	01-4300	Lens for Photography Class	319.08	
			01-4400	HOMEWOOD-PHS PE SOTRAGE BLDG	708.50	
			01-5200	ACSA-GEYER WORKSHOP	400.00	

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ESCAPE ONLINE

Page 3 of 5

Checks Dated 02/01/2021 through 02/28/2021						
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
00418954	02/19/2021	U.S. BANK CORP PAYMENT SYS	01-5800	MICROSOFT-FEE	2.00	
			13-4300	COSTCO-CAFE SUPL	25.68	
			13-4700	COSTCO-CAFE SUPL	69.60	1,524.86
00418955	02/19/2021	UMPQUA BANK CORPORATE REAL ESTATE	01-5600	OFC RENT 3901FAC1		550.00
00418956	02/19/2021	VERIZON WIRELESS	01-5900	PHONE SVC		765.13
00418957	02/19/2021	WAXIE SANITARY SUPPLY	01-4300	MO SUPL	794.23	
			01-6400	Floor Scrubber Clark Focus II 28" (COVID)	12,225.60	13,019.83
00419066	02/26/2021	Ayala, Paola	01-5821	LIVE SCAN FEE REIMB		30.00
00419067	02/26/2021	BIMBO BAKERIES USA	13-4700	CAFE SUPL		441.49
00419068	02/26/2021	CARVALHO'S HEATING & AIR	01-5800	REPAIRS		150.00
00419069	02/26/2021	DANIELSEN CO.	13-4300	CAFE SUPL	601.61	
			13-4700	CAFE SUPL	932.58	1,534.19
00419070	02/26/2021	DR. ROBERT HOFFMAN	01-5800	2021 VISION SCREENINGS		600.00
00419071	02/26/2021	GENERAL PRODUCE COMPANY, LTD	13-4300	CAFE SUPL-BALANCE OWED	734.00	
			13-4700	CAFE SUPL	2,822.85	3,556.85
00419072	02/26/2021	GERLINGER STEEL	01-4300	NTE Instructional Supplies (Metal for Projects)		476.57
00419073	02/26/2021	GOLD STAR FOODS	13-4700	CAFE SUPL		59.17
00419074	02/26/2021	HARRIS SCHOOL SOLUTIONS	13-5800	EZSCHL PAY JAN 2021		1.25
00419075	02/26/2021	HD SUPPLY FACILITIES MAINT	01-4300	PROMPT PAY DISC	32.98-	
				SPRAYERS	137.64	104.66
00419076	02/26/2021	LAUGENOUR AND MEIKLE	21-6200	Topographic Survey PHS CTE Ag Learning Ctr		1,280.00
00419077	02/26/2021	Ornbaun, Mary	01-4300	SCHOOL SUPL		139.35
00419078	02/26/2021	SILICON VALLEY EDUCATION FNDDTN	01-5800	ELEVATE MOU 12/16/20		4,500.00
00419079	02/26/2021	STRICTLY TECHNOLOGY LLC	01-4300	Addition printer District Office Quote 89060	316.32	
				IT supplies quote 88567	31.85	
				Jabra speakers COVID-19	1,595.88	
				Speakers COVID 19 supplies Quote 88919	1,595.88	
			01-4400	chromebase replacements COVID 19 quote 88565	6,005.77	
				replacement laptop for principal PHS Quote 87565	1,636.27	11,181.97
00419080	02/26/2021	SYNCB/AMAZON	01-4200	Book Club for Schlosser/Bonino	2,353.40	
				Books	508.80	
				GEARUP - Book Order	2,998.62	
			01-4300	Bus Student Counters	64.20	
				Coffee Maker for DO	320.62	

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ESCAPE ONLINE

**Checks Dated 02/01/2021 through 02/28/2021**

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00419080	02/26/2021	SYNCB/AMAZON	01-4300	Common Core Writing to text book Grade 2	22.93	
				drinking cups	73.95	
				headphones for Gear Up	1,512.00	
				IT supplies	466.07	
				JJH Bathroom Fans	203.88	
				Kindergarten Registration	51.33	
				Registration Holders	44.70	
				School Supplies Misc.	488.41	
				Testing supplies	113.79	
				yoga mats for PE	360.16	
			01-4320	printer ink/cartridges	425.51	
				Printer Toner	106.38	10,114.75
00419081	02/26/2021	SYNTHESIS PARTNERS, LLC	21-6200	A&E Design Services - PHS CTE Ad Learning Ctr		21,510.00
00419082	02/26/2021	Velazquez, Stacie	13-5200	MILEAGE REIMB		108.98
00419083	02/26/2021	VOLTAGE SPECIALISTS	01-5800	FIRE ALARM DESIGN PHS		2,275.00
00419084	02/26/2021	WALLACE SAFE & LOCK	01-4300	HINGE SUPL	291.11	
				KEY SUPL	226.00	517.11
00419085	02/26/2021	WAXIE SANITARY SUPPLY	01-4300	COVID SUPL		7,144.70
<b>Total Number of Checks</b>					<b>111</b>	<b>410,763.59</b>

**Fund Summary**

Fund	Description	Check Count	Expensed Amount
01	General Fund/county Sch.srv.fc	92	361,555.13
13	Cafeteria Fund	16	20,660.96
21	Building Fund	3	26,390.00
25	Capital Facilities Fund	2	2,157.50
Total Number of Checks		<b>111</b>	<b>410,763.59</b>
Less Unpaid Sales Tax Liability			<b>.00</b>
<b>Net (Check Amount)</b>			<b>410,763.59</b>

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