



ENTERPRISE ELEMENTARY SCHOOL DISTRICT

1155 MISTLETOE LANE, REDDING, CALIFORNIA 96002

ANNUAL ORGANIZATIONAL MEETING OF THE GOVERNING BOARD
WEDNESDAY, DECEMBER 6, 2017, 5:30 P.M. (OPEN SESSION)

OUR DISTRICT GOALS

ENHANCE

student learning options
and enrich communication

MEET

the social and emotional
needs of students

HIRE AND RETAIN

the best

PROVIDE

safe, adequate, and secure
operations

OUR GOVERNING BOARD

Gloria Valles

Scott Swendiman

Art Cuellar

Troy Wright

Bonnie Hyatt

In compliance with the Americans with Disabilities Act, the Enterprise Elementary School District will make available to any member of the public who has a disability, appropriate disability-related modifications or accommodations in order for that person to participate in the public meeting. Contact Laura Morlan at 530-224-4100, 1155 Mistletoe Lane, at least one (1) week prior to the scheduled meeting. We will make every effort to give primary consideration to expressed preferences or provide equally effective means of communication to ensure equal access to our public meetings. Documents presented to the members of the Governing Board for consideration at this meeting are included as noted herein. Documents unavailable at the time of publication are available for public review in the District Office during business hours. The public is invited and encouraged to attend and participate in Board meetings. Persons wishing to address the Board may do so during the Opportunity for Public Comment, Public Forum, or Items from the Floor. Speakers are limited to a maximum of three minutes each. By law, the Board is not allowed to take action on matters that are not on the agenda.

1. **CALL TO ORDER** (5:00 P.M.)
2. **OPPORTUNITY FOR PUBLIC COMMENT ON AGENDA ITEMS**
3. **ADJOURNMENT TO CLOSED SESSION** to consider/take action on:
 - a. PUBLIC EMPLOYMENT: SEPHA Aide, CIA Aide, ACE Aide, General District Assistant, Cook, Custodian. [GC § 54957]
 - b. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: Leave of Absence Request, Employee#490509 [GC § 54957]
 - c. LABOR NEGOTIATIONS: [GC § 54957.6]
 - d. LITIGATION: [GC § 54956.9]



At 5:15 p.m., Parson's Jr. High students will present a holiday musical serenade.

4. **RECONVENE TO OPEN SESSION** (5:30 P.M.)
5. **PLEDGE OF ALLEGIANCE**
6. **ANNUAL ORGANIZATIONAL MEETING OF THE BOARD**
 - 6.1 Election of Officers
 - 6.2 Appointment of Superintendent as Secretary to the Board
 - 6.3 Resolution #1739 , Establishing Date, Time, Location of Board Meetings in 2018
7. **APPROVE AGENDA ORDER AND CONSENT AGENDA**
8. **CORRESPONDENCE**
9. **(C) APPROVE NOVEMBER 1, 2017 REGULAR BOARD MEETING MINUTES**
10. **PRESENTATIONS, REPORTS, AND PUBLIC FORUM**
 - 10.1 **REPORTS**
 - 10.1.1 School Presentation
 - 10.1.2 Recognition
 - 10.1.3 EETA Report
 - 10.1.4 CSEA Report
 - 10.1.5 Superintendent's Report
 - 10.2 **PUBLIC FORUM**
 - 10.3 **ADMINISTRATIVE REPORTS**
 - 10.3.1 Bond Survey Report
 - 10.3.2 Website Report
 - 10.4 **HUMAN RESOURCES REPORTS**
 - 10.4.1 Resignations
 - 10.5 **INSTRUCTION REPORTS**
 - 10.5.1 Conference and Staff Development Report
 - 10.6 **BUSINESS REPORTS**
 - 10.6.1 Financial Report
 - 10.6.2 Enrollment Report
 - 10.6.3 Developer Fee Report

- 11. **ACTION ITEMS**
 - 11.1 **HUMAN RESOURCES ACTION**
 - 11.1.1 Approve Employment
 - 11.1.2 Approve Extra Pay Activities
 - 11.1.3 Approve CSEA Tentative Agreement
 - 11.1.4 Approve CSEA Job Descriptions – Technician, Technology Instructional Assistant
 - 11.2 **INSTRUCTION ACTION**
 - 11.2.1 Approve Trip Request/s
 - 11.3 **BUSINESS ACTION**
 - (C) 11.3.1 Approve Warrant List
 - 11.3.2 First Interim Report
 - 11.3.3 Resolution #1740, Declaring Withdrawal of Membership in the Schools Excess Liability Fund JPA
 - (PH) 11.3.4 Resolution #1741, Proposition 39 Energy Savings Plan
- 12. **PLANNING MATTERS**
- 13. **CLOSING**
 - 13.1 Items from the Floor
 - 13.2 Future Meeting Dates
 - 13.3 Other Important Dates
 - 13.4 Adjournment to Closed Session
- 14. **CLOSED SESSION** to consider and/or take action on:
 - a. PUBLIC EMPLOYMENT: SEPHA Aide, CIA Aide, ACE Aide, General District Assistant, Cook, Custodian. [GC § 54957]
 - b. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: Leave of Absence Request, Employee#490509 [GC § 54957]
 - c. LABOR NEGOTIATIONS: [GC § 54957.6]
 - d. LITIGATION: [GC § 54956.9]
- 15. **RECONVENE OPEN SESSION**
 - 15.1 Report of any action taken in Closed Session
- 16. **ADJOURNMENT**

(PH) = PUBLIC HEARING; (C) = CONSENT ITEM

Brian N. Winstead, Ed.D.
Superintendent and Secretary to the Board

6.1 ELECTION OF OFFICERS

The Enterprise Board of Education has established this meeting date as the Annual Organizational Meeting. At this meeting, the Board is to elect a president and a clerk.

The offices and duties of the Enterprise Board of Education are listed in Board Policy #9121 (follows).

It is recommended that the Board elect a president and a clerk to serve for the 2018 term.

The secretary will receive nominations for president. Following a vote and the election of a president, this person will immediately assume responsibility for the meeting and proceed with the election of a clerk.

Proposed Action: Election of President.

MOTION MADE BY: _____

SECONDED BY: _____

Proposed Action: Election of Clerk.

MOTION MADE BY: _____

SECONDED BY: _____

**ENTERPRISE ELEMENTARY SCHOOL DISTRICT
BOARD POLICY**

BYLAWS OF THE BOARD

BP 9121

OFFICERS OF THE BOARD

President

At the annual organizational meeting, the Board shall elect a president from its own membership. The president shall preside at all meetings of the Board and shall perform other duties as directed by law, State Department of Education regulations, and the Board. In carrying out these responsibilities, the president shall:

1. Consult with the Superintendent on the Board's agendas.
2. Call such meetings of the Board as deemed necessary giving notice as prescribed by law.
3. Confer with the Superintendent on crucial matters that may occur between Board meetings.
4. Be responsible for the orderly conduct of all Board meetings.

As presiding officer at all meetings of the Board, the president shall:

1. Call the meeting to order at the appointed time
2. Announce the business to come before the Board in its proper order.
3. Enforce the Board's policies relating to the order of business and the conduct of meetings.
4. Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.
5. Explain what the effect of a motion would be if it is not clear to every member.
6. Direct discussion to the question when a motion is before the Board.
7. Answer all parliamentary inquiries, referring questions of law to the Board attorney or county counsel.
8. Put motions to a vote, stating definitely and clearly the vote and result thereof.

The president shall have all the rights of any member of the Board, including the right to move, second, discuss, and vote on any and all questions before the Board. In case of the resignation, absence or disability of the president, the clerk shall perform the duties of the president. In case of the absence or disability of both the president and clerk, the Board shall choose a president *pro tempore*, who shall perform all of the duties of the president.

Clerk

At the annual organizational meeting, the Board shall elect a clerk from its own membership. The clerk shall sign minutes of regular and special meetings, and other appropriate documents, verifying their accuracy and adoption by the Board. The clerk shall perform such duties delegated by the Board or specified in the law and shall serve as presiding officer in the absence of the president. (Education Code Section 35143)

**ENTERPRISE ELEMENTARY SCHOOL DISTRICT
BOARD POLICY**

BYLAWS OF THE BOARD

BP 9121

OFFICERS OF THE BOARD (continued)

Secretary

The Superintendent, or designee, as secretary of the Board, shall perform the following duties (Education Code Section 35035):

1. Keep accurate and complete records of Board actions.
2. Serve as custodian of the Board's records and documents.
3. Maintain a classified index of the minutes of Board meetings and a classified record of all policies and administrative regulations.
4. Prepare, issue, and serve all orders of the Board.
5. Send to each Board member a written notice of all regular, adjourned, and special Board meetings, together with the agenda and appropriate materials for the meeting.
6. Send written notice of all Board meetings to organizations that have requested such notice in writing and paid the annual fee for the service. Post and distribute notices and agendas as required by law or as directed by the Board.
7. Prepare the unadopted minutes of each Board meeting and forward these to each Board member prior to each regular meeting.
8. Have charge of the office of secretary, conduct official correspondence of the Board, execute contracts as authorized by the Board, and perform all other duties as required by the Board.

Legal Reference:

Education Code
35022 *President of the Board*
35025 *Secretary and Bookkeeper*
35034 *District Superintendent of Certain Unified Districts (Acts as Secretary of the Board)*
35038 *Appointment of Clerk by County Superintendent of Schools*
35039 *Dismissal of Clerk*
35121 *Appointment of Clerk (in Certain City and High School Districts)*
35143 *Annual Organizational Meetings (Dates and Notice)*
35144 *Special Meetings*
35250 *Duty to Keep Certain Records and Reports*

Date Adopted: June 28, 2000

Date Revised: January 9, 2008, September 3, 2008

6.2 ANNUAL APPOINTMENT OF SUPERINTENDENT AS SECRETARY TO THE BOARD

According to Board Policy #9320, the Board is to appoint the Superintendent as Secretary to the Board of Education at its annual organizational meeting.

It is recommended that Superintendent Winstead be appointed as Secretary to the Board of Education for the 2018 term.

PROPOSED ACTION: APPROVAL.

MOTION MADE BY: _____

SECONDED BY: _____

6.3 RESOLUTION #1739, BOARD MEETING DATES, TIME, AND PLACE

As part of the annual organization of the Board of Education, Board members are to establish the date, time and place of its regular board meetings. Board Policy establishes the manner in which the regular board meetings, special board meetings, adjourned meetings, special sessions, and closed sessions are to be conducted (Board Policy #9320).

The Board of Education has held its meetings at 5:30 p.m. (open session) on Wednesday evenings at the District Office. Meetings are held once a month (except July) unless there is need for an additional workshop or special session.

Proposed Action: Adoption of Resolution #1739 setting date, time, and location of Board meetings in 2018.

MOTION MADE BY: _____

SECONDED BY: _____



ENTERPRISE ELEMENTARY SCHOOL DISTRICT RESOLUTION #1739

Fixing Date, Time, and Location of Regular Meetings Enterprise Elementary School District Board of Trustees

WHEREAS, Education Code Section 35142 requires that an Annual Organizational Meeting of the Board of Trustees be held to determine the date, time, and location of regular meetings;

BE IT RESOLVED by the Board of Trustees of the Enterprise Elementary School District that regular meetings of said Board shall be held between the 1st day of January 2018 and the last day of December 2018 as follows:

DATE: The first Wednesday of every month between said dates except:

- The January meeting will be held on January 10, 2018
- The April meeting will be held on April 11, 2018
- The May meeting will begin at 4:00 on May 23, 2018
- The June meeting will begin at 4:00 on June 6, 2018
- There will be no meeting in July 2018
- The August meeting will begin at 4:00 on August 1, 2018
- The December meeting will be held on December 12, 2018
(Annual Organizational Meeting of the Board)

TIME: Other than exceptions stated above, meetings will begin at 5:30 p.m.
(Open Session)

LOCATION: Enterprise Elementary School District Office
Family Literacy Center, 1155 Mistletoe Lane, Redding, CA 96002

PASSED AND ADOPTED this 6th day of December, 2017, by the Board of Trustees of the Enterprise Elementary School District, Shasta County, California.

AYES:

NOES:

ABSTENTIONS:

ABSENT:

President, Board of Trustees

Superintendent

7. ESTABLISH AGENDA ORDER/ACTION ON CONSENT ITEMS

The agenda order has been developed in the order in which it has been printed and distributed. However, the order of the agenda may be modified.

Are there any requests for a change in the agenda order at this time?

Consent items being considered at this meeting include:

- 9.0 Approve Board Meeting Minutes from November 1, 2017**
- 11.3.1 Approve Warrant Listings**

All items approved on the Consent motion will be written up in the minutes as if they had been acted upon individually. Members of the Board or audience who wish to have any item removed from the Consent agenda and placed as a discussion item may simply ask that this be done. The item will be removed from the Consent listing without debate.

Are there items that anyone wishes to remove from the Consent Agenda?

Proposed Action: Approve agenda order and consent items.

MOTION MADE BY: _____

SECONDED BY: _____

8. CORRESPONDENCE

All items of correspondence will be acknowledged by the Board of Education. If the individual who submitted the correspondence is present in the audience, he/she may elect to read it. If the individual is not present, the Secretary of the Board may elect to read the correspondence.

9. MINUTES OF THE NOVEMBER 1, 2017, REGULAR BOARD MEETING

Approve the minutes of the November 1, 2017 Regular Board Meeting.

Proposed Action: Consent approval.

MOTION MADE BY: _____

SECONDED BY: _____

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

MINUTES OF THE NOVEMBER 1, 2017 REGULAR MEETING OF THE GOVERNING BOARD

1155 MISTLETOE LANE, FAMILY LITERACY CENTER

The meeting of the Enterprise Elementary School District Board of Education was called to order at 4:23 p.m., by Board President Valles.

There were no comments from the public.

The meeting was adjourned to Closed Session.

The meeting was reconvened to Open Session at 5:35 p.m.

BOARD MEMBERS

Gloria Valles

Scott Swendiman

Art Cuellar

Troy Wright

Bonnie Hyatt

EETA REPRESENTATIVE

Aimee Howland, EETA President

CSEA REPRESENTATIVE

None.

ADMINISTRATION

Brian N. Winstead, Superintendent

Dale Porter, Assistant Superintendent of Instructional Services

Philip Brown, Chief Business Official

Meagan Hawley-Stone, Assistant Director of Human Resources

Annie Payne, Director, Special Education Services

Darin Pust, Principal, Alta Mesa Elementary School

Tina Croes, Principal, Boulder Creek School

Caryn Emerson, Principal, Lassen View Elementary School

Heather Armelino, Principal, Mistletoe School

Terryl Hayes, Principal, PACE Academy- *Absent*

Tony Moebes, Principal, Parsons Junior High School

Chuck Seligman, Principal, Redding Collegiate Academy

Robert Shaw, Principal, Rother Elementary School

Scotti Gleason, Principal, Shasta Meadows Elementary School

Ryan Miller, Assistant Principal, Boulder Creek School

Nancy Walker, Assistant Principal, Boulder Creek School

Elise Towers, Assistant Principal, Parsons Jr. High School and Mistletoe Elementary School

Brandie Stone, Assistant Principal, Parsons Jr. High School

Ryan Johnson, Instructional Technology Coordinator

Shere DePaoli, District Site Literacy Coordinator

Michelle Herriage, Preschool and EL Coordinator

Eric Zane, Technology Director - *Absent*

Ron Cushman, Maintenance and Operations Director

Lauren Norman, Teacher on Assignment - *Absent*

The Pledge of Allegiance was led by Alta Mesa students Addison Martens and Leo Fernandez

On motion of Board Member Wright, seconded by Board Member Hyatt, the agenda order and the consent agenda items were approved. (YES: Cuellar, Hyatt, Swendiman, Wright, Valles.)

There was no correspondence.

1. Call to Order
2. Public Comment
3. Closed Session
4. Reconvene Open Session

5. Pledge of Allegiance
6. Agenda Order/Consent Agenda
MOTION #2017-043
7. Correspondence

On consent motion of Board Member Wright, seconded by Board Member Hyatt, the minutes of the October 4, 2017, Regular Meeting of the Governing Board were approved. (YES: Cuellar, Hyatt, Swendiman, Wright, Valles.)

Alta Mesa Elementary School Principal Darin Pust shared video presentations of Alta Mesa and their “sister school” in Kenya with whom they will be corresponding this year. 5th grade students Kaden Long and Kimberly Hayward also shared as part of the presentation entitled “California to Kenya.”

Site Literacy Teacher Tamarie Ackernecht and SEPHA Aide Kathy Zeh were presented the Essential Piece Award in recognition of their dedication to the Alta Mesa Elementary School community.

Kathy Colman, ACE Aide at Alta Mesa Elementary School, and David Smith, M&O Manager at the District Office, were recognized, *in absentia*, upon their resignation, for their years of service to the District.

There was no EETA Report.

There was no CSEA report.

Superintendent Brian Winstead reported on the At-Risk & Homeless Youth Initiative Workshop that he recently attended.

There were no comments.

Assistant Director of Human Resources Meagan Hawley-Stone reported the following resignations:

- Ana Vargas, Special Ed Preschool Aide, Alta Mesa
- Kathy Colman, ACE Aide, Alta Mesa
- Amanda Alden, SEPHA Aide, Boulder Creek
- David Smith, M&O Manager, District Office
- Angelica Keeney, CIA Aide, Redding Collegiate Academy

Assistant Superintendent of Instructional Services Dale Porter presented the Conference and Staff Development Report.

Chief Business Official Philip Brown shared the Financial Report, stating that the District finances are on track.

He then went on to report the current District enrollment of 3,774, an increase of 3 students from the same time period last year.

On motion of Board Member Swendiman, seconded by Board Member Cuellar, the time and date of the Annual Organizational Meeting of the Governing Board was set for 5:30 p.m. (Open Session) on December 6, 2017. (YES: Cuellar, Wright, Valles, Swendiman, Hyatt.)

On motion of Board Member Wright, seconded by Board Member Cuellar, new Board Policy and Administrative Regulation 1114 District-Sponsored Social Media was unanimously adopted.

- 8. Minutes of October 4, 2017, Board Meeting
MOTION #2017-044
- 9.1.1 School Presentations & Essential Piece Awards
- 9.1.2 Recognition
- 9.1.3 EETA Report
- 9.1.4 CSEA Report
- 9.1.5 Superintendent Report
- 9.2 Public Forum
- 9.3.1 Resignations
- 9.4.1 Conference and Staff Development Report
- 9.5.1 Financial Report
- 9.5.2 Enrollment Report
- 10.1.1 Set Annual Organizational Meeting
MOTION #2017-045
- 10.1.2 Board Policy/Admin Regulation 1114
MOTION #2017-046

Meagan Hawley-Stone, Assistant Director of Human Resources, recommended the following persons for employment:

Certificated

- Ginger Wygal, Special Ed Teacher, 1.0 FTE, Parsons

Classified

- Vicki Pasero, CIA Aide, 4.92 hours, Alta Mesa
- Isaiah Ponce-Diaz, ACE Aide, 3.7 hours, Alta Mesa
- Meagan Reed, CIA Aide, 3.92 hours, Mistletoe
- Hayley Thomas, Change to Behavior Tech Aide, 5.92 hours, PACE
- Vanessa Zelaya Alvarenga, EL Family Service Coordinator, 6.5 hours, Rother
- Jaime Xayachack, ACE Aide, 3.92 hours, Rother
- Melissa Morgan, ACE Aide, 3.92 hours, Shasta Meadows

On motion of Board Member Swendiman, seconded by Board Member Cuellar, the employment recommendations were approved. (YES: Swendiman, Wright, Hyatt, Cuellar, Valles.)

Ms. Hawley-Stone presented the Tentative Agreements with EETA, Administrative, and Classified Management/Confidential groups. The associated AB-1200 public disclosure of fiscal ramifications was included and reviewed. On motion of Board Member Wright, seconded by Board Member Hyatt, the Board approved the Tentative Agreements. (YES: Valles, Swendiman, Cuellar, Wright, Hyatt.)

On motion of Board Member Hyatt, seconded by Board Member Cuellar, the request of the Boulder Creek 8th grade girls basketball team to attend a tournament in Crescent City was unanimously approved.

On consent motion of Board Member Wright, seconded by Board Member Hyatt, the warrant listing was approved. (YES: Cuellar, Hyatt, Swendiman, Wright, Valles.)

On consent motion of Board Member Wright, seconded by Board Member Hyatt, the request to surplus unusable technology equipment was approved. (YES: Cuellar, Hyatt, Swendiman, Wright, Valles.)

Chief Business Official Philip Brown presented the contract to purchase a used school bus as a cost effective addition to the bus fleet. On motion of Board Member Wright, seconded by Board Member Hyatt, the bus purchase was approved. (YES: Hyatt, Wright, Cuellar, Swendiman, Valles.)

Mr. Brown then introduced Resolution 1738 which serves as a waiver request to the State of California to declare an emergency and receive funding for a session of preschool that was cancelled on August 31, 2017. On motion of Board Member Hyatt, seconded by Board Member Cuellar, Resolution 1738 was adopted. (YES: Hyatt, Wright, Cuellar, Swendiman, Valles.)

There were no planning matters.

Board President Gloria Valles recently saw retired principal Glenn Eaton and reported that he is doing remarkably well.

The Annual Organizational Meeting of the Board will take place on December 6, 2017, at 5:30 p.m. (Open Session).

Other important dates shared include:

- Shasta Meadows Veterans Performance, Thursday, November 2 at 6:30 pm and Friday, November 3 at 8:30 am.

10.2.1 Employment
MOTION #2017-047

10.2.2 TAs with EETA,
Admin, Classi-fied
Mgmt./Confid.,
MOTION #2017-048

10.3.1 Trip Requests
MOTION #2017-049

10.4.1 Warrant List
MOTION #2017-050

10.4.2 Surplus
MOTION #2017-051

10.4.3 Approve Bus Purchase
MOTION #2017-052

10.4.4 Resolution 1738
MOTION #2017-053

11. Planning Matters

12.1 Items from the Floor

12.2 Future Meeting Dates

12.3 Other Important Dates

- Shasta Meadows School Carnival, Friday, November 3 at 6:00 pm.
- Shasta Meadows Family Game Night, Thursday, November 30 at 5:00 pm.
- Lassen View Family Math Night, Wednesday, November 8 at 5:30 pm (RSVP).
- Parsons Jr. High Science & Engineering Fair, Thursday, November 2 at 5:30 pm.

At 6:40, the meeting was adjourned to Closed Session.

At 8:42 p.m., the meeting was reconvened to Open Session.

The following action taken in Closed Session was reported:

On motion of Board Member Wright, seconded by Board Member Cuellar, one student was expelled. (YES: Hyatt, Wright, Cuellar, Swendiman, Valles.)

On motion of Board Member Swendiman, seconded by Board Member Wright, the Classified Probationary Release of Employee #491752 was unanimously approved.

Board President Valles gave an oral summary of the negotiated contracts and a vote was taken. On motion of Board Member Swendiman, seconded by Board Member Wright, the contracts were ratified. (YES: Hyatt, Wright, Cuellar, Swendiman, Valles.)

The meeting was adjourned at 8:45 p.m.

12.4 Adjourn to Closed Session

13. Closed Session

14. Reconvene to Open Session

Report of Action Taken in Closed Session
MOTION #2017-054

MOTION #2017-055

14.1 Approval/Ratification of Employee Agreements
MOTION #2017-056

15. Adjournment

TROY WRIGHT, CLERK
Enterprise Elementary Governing Board

Approved and entered into the records of the
Enterprise Elementary School District this 6th day of December, 2017.

BRIAN N. WINSTEAD, ED.D.
Secretary to the Governing Board

10.1 RECOGNITION AND REPORTS

10.1.1 SCHOOL PRESENTATION

Band Director Sal D'Acquisto and Choir Director Hillary Hess of Parson's Jr. High School will lead a Christmas Celebration with students that are in Jazz Band and Special Concepts.

10.1.2 RECOGNITION

Trevor Wilson, Custodian, will be presented the Essential Piece Award for the month of December in recognition of his support of the Parson's Jr. High School community.

10.1.3 EETA REPORT

None.

10.1.4 CSEA REPORT

None.

10.1.5 SUPERINTENDENT'S REPORT

Superintendent Winstead will present community data for Shasta County.

10.2 PUBLIC FORUM

Any individual or group representative may address the Board at this time on any subject not covered by an item on the agenda. Additional opportunities to address the Board will be provided during the course of the meeting as various items are considered. A final opportunity to address the Board will be given at the end of the agenda under "Items from the Floor." The Board of Education reserves the right to limit the time allotted to each speaker and the number of times an individual is allowed to address the Board on a given subject. The guidelines for addressing the Board are included in the brochure which is available for distribution at each Board meeting.

Any complaints presented to the Board must not involve specific names of employees. Citizens should contact the superintendent for complaint procedures regarding employees.

Does anyone wish to address the Board?

10.3.1 BOND SURVEY REPORT

Jon Isom, Financial Consultant, will provide an update on the results from the bond survey.

10.3.2 WEBSITE REPORT

Assistant Principal Ryan Miller will present the new website for the District.

10.4.1 RESIGNATIONS

Assistant Director of Human Resources, Meagan Hawley-Stone will report the resignations.

10.5.1 **CONFERENCE AND STAFF DEVELOPMENT REPORT**

The Governing Board encourages EESD staff members to be lifelong learners and to attend conference pertinent to his/her instructional focus. The Superintendent is to inform the Board of the personnel involved and the nature of the conference that has been approved. In each instance, individuals request permission to attend conferences three weeks in advance if possible. According to these provisions, conference attendance has been approved as enumerated below:

<u>Date</u>	<u>Conference/Location</u>	<u>Attendee(s)</u>
	none	

STAFF DEVELOPMENT ACTIVITIES IN NOVEMBER

Staff development plays a crucial part in keeping employees current on instructional matters. Recent staff development opportunities are reported below:

- November 2 **Google Level I Certification Exam** (6 teachers completed)
- November 3 **Leadership Blueprint Recharge Training**
Administrators attended Leadership Blueprint training put on by the Flippen Group
- November 8 **Google Level I Certification Exam** (2 teachers completed)
- November 14 **Cyber Safety and Technology Night** (24 parents attended)
Senior Deputy District Attorney Sarah Murphy and Investigator Josh Hendrex presented information to parents on how to best keep their children safe while on the internet. They covered topics related to cyber safety, cyber bullying, and how to make sure children are using the internet appropriately.

10.6.1 FINANCIAL REPORT

The District's current financial report will be presented by Phil Brown, Chief Business Official.

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

GENERAL FUND FINANCIAL REPORT

November 30, 2017

	Adopted Budget	Prior Working Budget	Budget Change	Current Budget	Actual	Encumbrance	Balance
<u>INCOME</u>							
Local Control Funding Formula Income	\$ 31,253,586	\$ 31,268,235	\$ (122,038)	\$ 31,146,197	\$ 7,717,682	\$ -	\$ 23,428,515
Federal Income	2,043,678	2,043,678	591,197	2,634,875	177,751	-	2,457,124
State Income	2,038,972	2,577,092	582,432	3,159,524	40,465	-	3,119,059
Local Income	2,257,688	2,257,688	197,939	2,455,627	452,276	-	2,003,351
TOTAL PROJECTED INCOME:	37,593,924	38,146,693	1,249,530	39,396,223	8,388,174	-	31,008,049
<u>EXPENDITURES BY OBJECT</u>							
Certificated Salaries	\$ 15,682,520	\$ 15,682,520	\$ 1,080,348	\$ 16,762,868	6,458,125	-	10,304,743
Classified Salaries	6,847,141	6,847,141	303,909	7,151,050	2,771,528	-	4,379,522
Employee Benefits	7,931,323	7,931,323	719,724	8,651,047	2,919,685	-	5,731,362
Books and Supplies	2,192,420	2,192,420	748,042	2,940,462	934,289	557,229	1,448,944
Services & Other Operating Exp's	4,318,017	4,318,017	292,219	4,610,236	1,910,760	808,373	1,891,103
Sites, Building, & Equipment	30,808	30,808	130,000	160,808	20,930	47,071	92,807
Other Outgo & Uses	(29,673)	(29,673)	27,583	(2,090)	141,422	-	(143,512)
TOTAL PROJECTED EXPENDITURES	36,972,556	36,972,556	3,301,825	40,274,381	15,156,739	1,412,673	23,704,969
<u>OTHER FINANCING SOURCES/USES</u>							
Interfund Transfers In / (Out)	(477,333)	(471,465)	225,305	(246,160)	-	-	(246,160)
OPERATING SURPLUS / (DEFICIT)	144,035	702,672	(1,826,990)	(1,124,318)	\$ (6,768,565)	\$ (1,412,673)	\$ 7,056,920
BEGINNING BALANCE	6,680,191	6,680,191	619,403	7,299,594			
ENDING BALANCE	\$ 6,824,226	\$ 7,382,863	\$ (1,207,587)	\$ 6,175,276			
<u>COMPONENTS OF ENDING BALANCE</u>							
Revolving Cash	15,000						
Reserve for Economic Uncertainty	1,250,000						
Board Designated	5,340,000						
Available Reserves	219,226						
	\$ 6,824,226						

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

PACE FINANCIAL REPORT

November 30, 2017

	Adopted Budget	Prior Working Budget	Budget Change	Current Budget	Actual	Encumbrance	Balance
<u>INCOME</u>							
Local Control Funding Formula Income	\$ 362,426	\$ 362,426	\$ 325,960	\$ 688,386	\$ 112,455	\$ -	\$ 575,931
Federal Income	137	137	257	394	-	-	394
State Income	7,683	13,551	12,508	26,059	-	-	26,059
Local Income	20,000	20,000	-	20,000	-	-	20,000
TOTAL PROJECTED INCOME:	390,246	396,114	338,725	734,839	112,455	-	622,384
<u>EXPENDITURES BY OBJECT</u>							
Certificated Salaries	\$ 378,919	\$ 378,919	\$ 22,644	\$ 401,563	161,771	-	239,792
Classified Salaries	135,386	135,386	21,946	157,332	54,092	-	103,240
Employee Benefits	161,942	161,942	14,634	176,576	62,940	-	113,636
Books and Supplies	17,830	17,830	25,545	43,375	16,926	2,449	24,000
Services & Other Operating Exp's	102,906	102,906	57,694	160,600	28,942	20	131,638
Sites, Building, & Equipment	-	-	-	-	-	-	-
Other Outgo & Uses	-	-	-	-	-	-	-
TOTAL PROJECTED EXPENDITURES	796,983	796,983	142,463	939,446	324,671	2,469	612,306
<u>OTHER FINANCING SOURCES/USES</u>							
Interfund Transfers In / (Out)	406,737	400,869	(196,262)	204,607	-	-	204,607
OPERATING SURPLUS / (DEFICIT)	-	-	-	-	\$ (212,216)	\$ (2,469)	\$ 214,685
BEGINNING BALANCE	-	-	-	-			
ENDING BALANCE	\$ -	\$ -	\$ -	\$ -			
COMPONENTS OF ENDING BALANCE							
Revolving Cash	-	-	-	-			
Reserve for Economic Uncertainty	-	-	-	-			
Board Designated	-	-	-	-			
Available Reserves	-	-	-	-			
\$ -	\$ -	\$ -	\$ -	\$ -			

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

RCA FINANCIAL REPORT

November 30, 2017

	Adopted Budget	Prior Working Budget	Budget Change	Current Budget	Actual	Encumbrance	Balance
<u>INCOME</u>							
Local Control Funding Formula Income	\$ 904,780	\$ 904,780	\$ 14,822	\$ 919,602	\$ 280,345	\$ -	\$ 639,257
Federal Income	315	315	40	355	-	-	355
State Income	19,443	34,146	1,642	35,788	-	-	35,788
Local Income	-	-	-	-	-	-	-
TOTAL PROJECTED INCOME:	924,538	939,241	16,504	955,745	280,345	-	675,400
<u>EXPENDITURES BY OBJECT</u>							
Certificated Salaries	\$ 336,279	\$ 336,279	\$ 26,908	\$ 363,187	116,626	-	246,561
Classified Salaries	40,856	40,856	5,095	45,951	14,995	-	30,956
Employee Benefits	124,900	124,900	12,564	137,464	40,214	-	97,250
Books and Supplies	182,117	182,117	5,225	187,342	50,298	2,950	134,094
Services & Other Operating Exp's	194,088	194,088	4,947	199,035	13,848	10,404	174,783
Sites, Building, & Equipment	-	-	-	-	-	-	-
Other Outgo & Uses	-	-	-	-	-	-	-
TOTAL PROJECTED EXPENDITURES	878,240	878,240	54,739	932,979	235,981	13,354	683,644
<u>OTHER FINANCING SOURCES/USES</u>							
Interfund Transfers In / (Out)	-	-	-	-	-	-	-
OPERATING SURPLUS / (DEFICIT)	46,298	61,001	(38,235)	22,766	\$ 44,364	\$ (13,354)	\$ (8,244)
BEGINNING BALANCE	-	-	-	-			
ENDING BALANCE	\$ 46,298	\$ 61,001	\$ (38,235)	\$ 22,766			
COMPONENTS OF ENDING BALANCE							
Revolving Cash	-						
Reserve for Economic Uncertainty	46,298						
Board Designated	-						
Available Reserves	-						
\$ 46,298							

10.6.2 ENROLLMENT REPORT

An enrollment report will be provided by Phil Brown, Chief Business Official.

**ENTERPRISE SCHOOL DISTRICT WEEKLY ENROLLMENT REPORT
2017/2018**

School	Regular	Oppor/SpEd/ Self-Cont	Total	Regular Teachers	TCHR/STU	Grade	RCA Enrlm	PACE Enrlm
					RATIO			
						Kdg.	11	6
Alta Mesa	265	10	275	11.00	24.09			
						First	11	6
Boulder Creek	959	0	959	38.00	25.24			
						Second	6	10
Lassen View	405	14	419	17.00	23.82			
						Third	10	8
Mistletoe	607	16	623	23.00	26.39			
						Fourth	8	6
Parsons	515	34	549	25.20	20.44			
						Fifth	5	12
Rother	331	14	345	15.00	22.07			
						Sixth	9	8
Shasta Meadows	362	28	390	15.00	24.13	Seventh	11	15
						Eighth	16	9
						Ninth	20	6
						Tenth		3
TOTALS	3444	116	3560	144.2	23.88		107	89

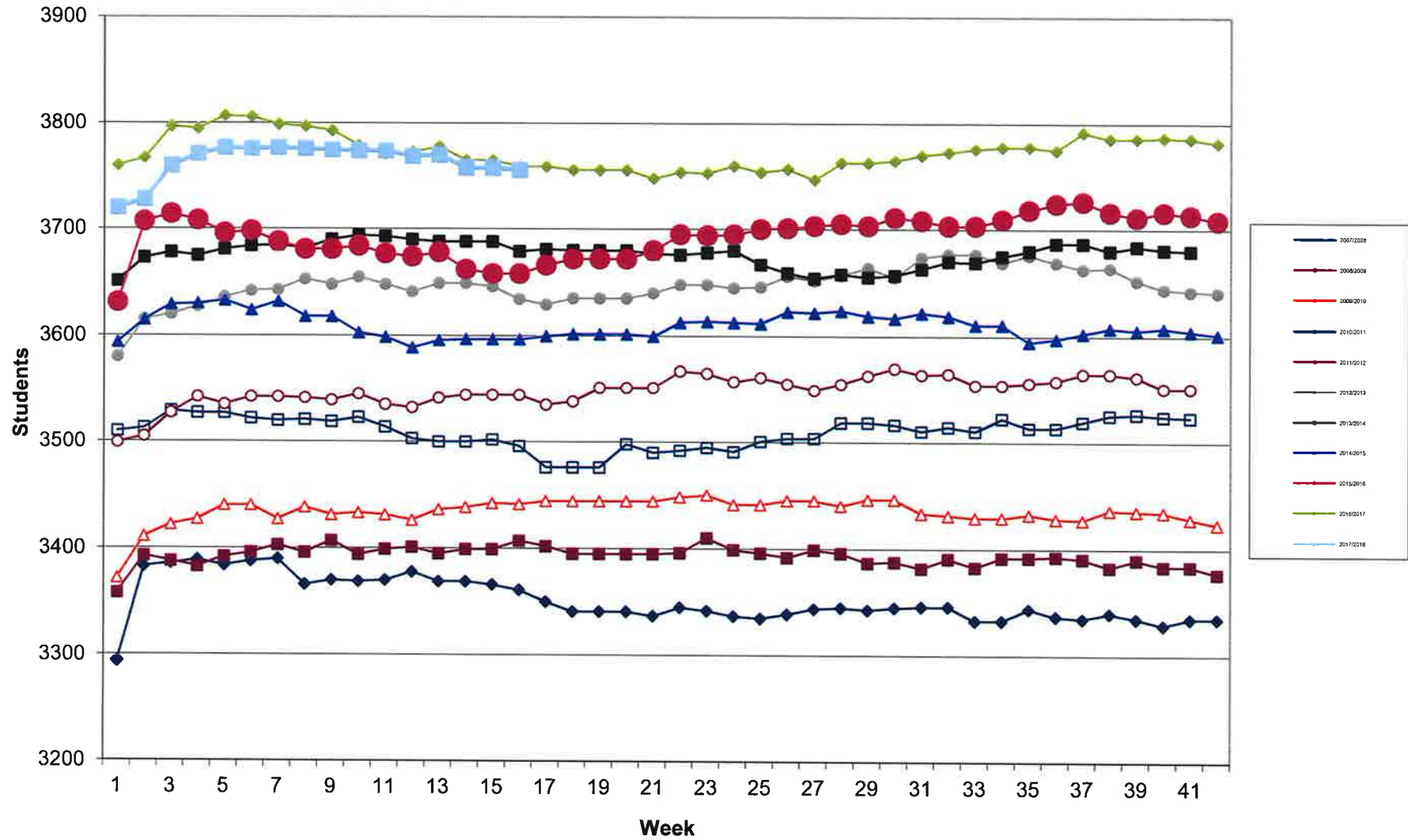
3756

Kindergarten	480
First	389
Second	401
Third	401
Fourth	410
Fifth	399
Sixth	314
Seventh	333
Eighth	317
Special Day	116
RCA	107
PACE	89
Total District	3756

Grade Levels	District Staffing Ratio	Students Enrolled	Present Classm Tchrs	Classm Tchrs Needed
K	30.00	480	19.5	16
1st-3rd	30.00	1191	54.5	40
4th-5th	30.00	809	29	27
6th-8th	*25	964	45.4	39
Total		3,444	148.4	121

*Includes Prep period adjustment & P.E. teachers
(One additional teacher for every 5 6-8th grade teachers)

Enterprise Elementary School District Enrollment




10.6.3 DEVELOPER FEE REPORT

Chief Business Official Philip Brown will present the Developer Fee Report.



ENTERPRISE ELEMENTARY SCHOOL DISTRICT

INTEROFFICE MEMO

DATE: November 28, 2017
TO: Brian Winstead, Superintendent
FROM: Philip Brown, Chief Business Official 
RE: 2016/2017 Developer Fee Report

School districts are required to annually report income and expenditures in the Capital Facilities Fund (Developer Fees). The attached report shows net revenues for the 2016/2017 school year of \$150,472 which is a decrease of \$115,556 from the prior year of \$226,028.

Total expenditures for the period were \$405,883 consisting of the following:

- \$1,170 for legally mandated indirect and administrative costs
- \$86,222 for architectural and construction activities related to the addition of three modular classrooms at Lassen View
- \$80,221 for architectural, construction activities and supplies related to the addition of one portable classroom at Boulder Creek
- \$195,734 for architectural and construction activities related to the addition of three portable classrooms at Mistletoe
- \$18,769 for architectural services related to the addition of one portable classroom at Rother
- \$23,766 for architectural services related to the conversion of a portable classroom into a restroom facility at Lassen View

The ending fund balance after the above revenue and expenditures is \$1,141,237. This balance is available to spend on certain qualifying construction and/or reconstruction related projects.

Please place this item on the December 6, 2017 Board Agenda as a Business Report item.

11.1.1 EMPLOYMENT

Board Members will discuss employment recommendations in Closed Session. Recommendations for employment will be reported and acted upon in open session.

Proposed Action: Approval.

MOTION MADE BY: _____

SECONDED BY: _____

11.1.2 APPROVE EXTRA-PAY ACTIVITIES/COACHES/CLUBS

The activities/coaches/clubs are presented to the Board for approval.

Proposed Action: Approval.

MOTION MADE BY:_____

SECONDED BY:_____

TO: BRIAN WINSTEAD, SUPERINTENDENT

FROM: MEAGAN HAWLEY-STONE, HUMAN RESOURCES

DATE: NOVEMBER 17, 2017

RE: EXTRA PAY ACTIVITIES

The attached is a list of extra pay for the 2017/2018 school year. Please present the list to the Board for their approval at the December 6, 2017, meeting.

School/Activity	Stipend	Advisor/Coach
Alta Mesa		
Cross Country	\$407	Lori Duke
Cross Country	\$407	Kerrie Sturgeon
Just Say No	\$407	Lori Duke
Garden Club	\$407	Buffy Haag
Garden Club	\$407	Emily Nunn
Soccer	\$407	Haley Wiley
Boulder Creek		
K-5		
Cross Country K-5	\$407	Holly Jones
Cross Country K-5	\$407	Courtney Haedrich
4/5 Girls Basketball	\$407	Michelle Cogle
4/5 Boys Basketball	\$407	Abie Ramirez
4/5 Soccer	\$407	Melody Alspach
Junior High		
Cross Country	\$1,263	Erlee Dawn Eoff
Flag Football	\$1,282	Matt Henning
A Volleyball	\$1,282	Kaela Kunde
B Volleyball	\$1,282	Lisa Reagan
Soccer (Coed)	\$1,282	Wayne Randolph
Soccer (Girl's)	\$1,282	Jenn Lane
A Boys Basketball	\$1,604	Abie Ramirez
B Boys Basketball	\$1,604	Stacy Mizuta
A Girls Basketball	\$1,604	Kendial Armstrong
B Girls Basketball	\$1,604	Lucia McCormick
C Girls Basketball	\$1,282	Jeff Alvarez
Track	\$1,263	Erlee Dawn Eoff
Softball	\$1,282	Kendial Armstrong
Yearbook Sales	\$290	Melody Alspach
Yearbook Advisor	\$818	Melody Alspach
Yearbook Photo	\$818	Melody Alspach
Student Government Advisor	\$1,483	Lauren Marker
Athletic Director 2 Units	\$3,126	Matt Henning
Safety Patrol 2 units	\$814	Melody Alspach
Crosswalk PM 2units	\$814	Megan Johnson
Crosswalk AM 2units	\$814	Deena Burnham
Clubs		
Dance Crew (2units)	\$2,564	Jenn Lane
Engineering	\$407	Wayne Randolph
Baking Club	\$407	Laura Leach
Chess Club	\$407	Joy Holman
Snow Boarding Club	\$407	Wayne Randoplh

Lassen View		
Basketball- Girls	\$407	Umbert Gonzalez
Cross Country	\$407	Stephanie Feagin
Garden Club Term 1	\$407	Kathy Martinez
Garden Club Term 2	\$407	Cathy Fraser
Kindness Club- 1st Term	\$407	Danielle Gonzales
Kindness Club- 2nd Term	\$407	Danielle Gonzales
Soccer	\$407	Adam Gonzales
Student Council- 1st Term	\$407	Lisa Billeci
Student Council- 2nd Term	\$407	Lisa Billeci
Yearbook- 1st Term	\$407	Danielle Gonzales
Yearbook- 2nd Term	\$407	Danielle Gonzales
Safety Patrol Term 1	\$407	Kathy Martinez
Safety Patrol Term 2	\$407	Kathy Martinez
STEM Club	\$818	Angela Thuemler
Mistletoe		
K-5 Cross Country	\$407	Alicia Silva
K-5 Cross Country	\$407	Cassi Mills
Boys 4th-5th Basketball	\$407	Cassi Mills
Boys A Basketball	\$1,604	Brenna Jones
Boys B Basketball	\$1,604	Corrie Carter
Cheerleader Advisor	\$1,483	Kathy Trueblood
Athletic Director 2 units	\$3,126	Jennifer King
Flag Football	\$1,282	Justin Sturges
Girls 4th-5th Softball	\$407	Andree Burgess
Girls 4th-5th Basketball	\$407	Courtney Seeley
4th-5th Soccer (Coed)	\$407	Mark Lewin
Girls A Basketball	\$1,604	Brenna Jones
Girls B Basketball	\$1,604	Brenna Jones
Jr. High Soccer (Winter)	\$1,282	Mark Lewin
Jr. High Boys Baseball	\$1,282	Brenna Jones
Jr. High Girls Softball	\$1,282	Trina Franks
Jr High Cross Country	\$1,263	Megan Belcastro
Crossing Guard 2units	\$814	Alicia Silva
Safety Patrol (3 units)	\$1,221	Monique Garcia
Soccer (Coed) A Team	\$1,282	Mark Lewin
Volleyball A	\$1,282	Kristine Wagner
Volleyball B	\$1,282	Brenna Jones
Yearbook Advisor	\$818	Becky Link
Yearbook Advisor (sales)	\$290	Pam Darrow
Student Government Advisor	\$1,483	Melody Fowler
Yearbook Photographer Co	\$818	Monique Garcia
Art Club	\$407	Cat Arnold
Odyssey of the Minds	\$2,454	Jamie Littau
Ski & Snowboard Club	\$407	Brenna Jones
PACE		
Yearbook Advisor	\$818	Rayanna Clowser

Parsons		
Athletic Director (3 units)	\$4,689	Cody Brawley
Athletic Director	\$1,563	Dave Huntze
Basketball Boys A	\$1,604	Markise Morrison
Basketball Boys B	\$1,604	Andre Hudson
Basketball Boys C	\$1,282	Jeff Walton
Basketball Girls A	\$1,604	Bridget Soksoda
Basketball Girls B	\$1,604	Corrie Carter
Basketball Girls C	\$1,282	Trina Franks
Cheerleader Advisor	\$1,483	AndreBurgess
Choral Music Advisor	\$1,483	Hillary Hess
Cross Country	\$1,263	Wreth Simon
M& M Assistant Director	\$1,483	Tiffany Rodrigues
Marching Band Advisor	\$1,483	Sal D'Acquisto
Soccer	\$1,282	Nicki Johnson
Student Activity Advisor	\$1,483	Stacy Richter
Student Government Advisor	\$1,483	Stacy Stephenson
Volleyball A	\$1,282	Trina Franks
Volleyball B	\$1,282	Kellie Johnston
Friday Night Live (2units)	\$814	Michelle Shortridge
Yearbook Advisor	\$818	Corrie Carter
Yearbook Sales	\$290	Corrie Carter
Yearbook Photographer	\$818	Corrie Carter
Disc Golf	\$407	Kyle Nunn
WEB	\$1,483	Wreth Simon
WEB	\$1,483	Matt Manly
WEB	\$1,483	Stacy Richter
Indoor Adventures	\$407	Michelle Shortridge
STEAM Club	\$407	Kyle Nunn
STEAM Club	\$407	Sherry Rodgers
Women in STEAM	\$407	Fay Pisciotta
Tech Club 2 units	\$814	Jeremy Sawtelle
ROAR 2units	\$814	Stan Barone
Yoga Club	\$407	Cathy Vevoda
Reading Club	\$407	Jennifer Russell
Science Bowl	\$407	Fay Pisciotta
Flag Football	\$1,604	Andre Hudson
Community Project Advisory Club-P	\$407	Chris Kelly
Department Heads		
Leadership	\$601	Jill Hauser
Leadership	\$601	Deb Elliott-Black
Department Head Sp Ed	\$601	Jeremy Sawtelle
Department Head Elec/PE	\$601	Jennifer Russell
Department Head Elec/PE	\$601	Dave Huntze
Department Head Language	\$601	Matt Manly
Department Head History	\$601	Chris Kelly
Department Head Math	\$601	Stan Barone
Department Head Science	\$601	Stacy Stephenson

Rother		
Basketball (Boys)	\$407	Marcus Price
Basketball (Girls)	\$407	Elisabeth Kennedy
Cross Country	\$407	Karissa Tomm
Cross Country	\$407	Derek Silva
Cross Country	\$407	Marissa Fuller
Soccer	\$407	Sarah McElroy
Soccer	\$407	Tyler Hutchins
Student Council 1st & 2nd Term	\$407	Jenifer Wilson
Student Council 1st & 2nd Term	\$407	Elizabeth Burdett
Yearbook	\$407	Jessica Millimaki
Yearbook	\$407	Sarah Murillo
Art Club	\$407	Deanne Standing
Sibling Club (3units)	\$1,221	Sarah Murillo
RCA		
Cross Country	\$407	Olivia Beltran
Chess Club 1st Semester	\$407	Matt Rudd
Chess Club 2nd Semester	\$407	Matt Rudd
Garden Club #1	\$407	Peggy Youmans
Garden Club #2	\$407	Erin Gama
Spanish Club 1st Semester	\$407	Olivia Beltran
Spanish Club 2nd Semester	\$407	Olivia Beltran
Shasta Meadows		
Boys Basketball	\$407	Jed Wilburn
Chess Club		
Cross Country	\$407	Ed Kornowski
Cross Country	\$407	Aura Weinstein
Girls Basketball	\$407	Ed Kornowski
Intramural- Semester 1	\$407	Ed Kornowski
Just Say No (2 Units)	\$818	Pam Stephenson
Soccer	\$407	Ed Kornowski
Holiday Craft Club	\$407	Laura Johnson
Yearbook	\$407	Erin Silva
Yearbook	\$407	Laura Gamsby
Spirit Team/ Talent Show	\$407	Laurie Johnson
Nutrition Ambassador/Split	\$407	Marlena Hunt/Kathy Dennison
District Office		
District Intramurals		
Supervisor for K-5 Sports	\$987	Ed Kornowski

Administrative Assignments

Assignment	Additional Duty Days	Name
Certificated Negotiations	5	Scotti Gleason
Classified Negotiations	5	Robert Shaw
K-5 Sports Coordinator	3	Elise Towers
6-12 Sports Coordinator	3	Ryan Miller
Library Coordinator	3	Caryn Emerson
SARB Coordinator	3	Terryl Hayes
District Safety Coordinator	5	Tony Moebes
After School Administrator	10	Chuck Seligman
WebMaster	5	Ryan Miller
Ed Tech External Training Coordinator	8	Ryan Johnson

11.1.3 APPROVE TENTATIVE AGREEMENT WITH CSEA

The following tentative agreement between the District and CSEA are presented for Board approval.

PROPOSED ACTION: Approval.

MOTION MADE BY:_____

SECONDED BY:_____

TO: BRIAN WINSTEAD, SUPERINTENDENT
FROM: MEAGAN HAWLEY-STONE, HUMAN RESOURCES
DATE: NOVEMBER 17, 2017
RE: CSEA TENTATIVE AGREEMENT

DESCRIPTION OF AGENDA ITEM:

The District and CSEA signed the enclosed tentative agreement dated October 30, 2017. The agreement has been ratified by CSEA.

Please present the agreement to the Board of Education for their approval at the December 6, 2017, meeting.

**ENTERPRISE ELEMENTARY SCHOOL DISTRICT AND CSEA LOCAL 384
TENTATIVE AGREEMENT
OCTOBER 30, 2017**

The Enterprise Elementary School District and the California School Employees Association and It's Chapter 384, having met and negotiated, offer the following Tentative Agreement:

A compensation increase as follows effective December 1, 2017:

On-going (on the salary schedule)	2.25%*
One-time (off the salary schedule)	<u>4.00%**</u>
	6.25%

* This increase shall be applied to the salary schedule as follows:

- 50% of the increase (1.125%) will be applied to the complete salary schedules (regular and longevity)
- An amount equivalent to 50% of the increase (1.125%) shall be applied to Step 5 on the regular salary schedule and Steps 5 and 6 of the longevity salary schedule (which equals 1.90%).

**In order to qualify for one-time payment the unit member must be an employee on October 30, 2017, and in active paid status on December 13, 2017.

ARTICLE 11: HOLIDAYS

11.1 Scheduled Holidays

11.1.1 The District agrees to provide all employees in the bargaining unit with the following paid holidays, except as otherwise provided they were in a paid status during any portion of the working day of their normal assignment immediately preceding or succeeding the holiday period:

Labor Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving Day	Lincoln's Day
Day after Thanksgiving Day	Washington's Day
Admission Day	Memorial Day
Christmas Eve day	
Christmas Day	

The District agrees to provide all 12-month employees the following additional paid holidays:

- Good Friday (to be taken during Spring Break)
- July 4th

Holidays shall be observed in accordance with the board approved calendar.


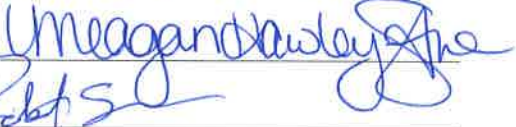

This concludes all compensation and article reopener negotiations per Article 18.3 for the 2017/2018 school year.





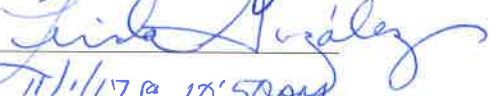
This is a tentative agreement, agreed to by duly appointed representatives on October 30, 2017. The tentative agreement is subject to ratification by the CSEA membership and approval of the Board.

Recommended for approval by:

Enterprise Elementary School District

California School Employees Association






11/1/17 @ 10:50 AM

PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
 (AB-1200, GOVERNMENT CODE SECTION 3547.5)

School District:

Enterprise Elementary School District

Name of Bargaining Unit: CSEA
 What are the effective dates of the proposed agreement? 2017/18
 Date of Public Meeting: December 6th
 Disclosure prepared by: Philip Brown

Send to Shasta County Office of Education ten (10) days prior to Board approval.

A. Proposed Change in Salary

Indicate the percentage salary change over the prior year salary schedule for the current and two subsequent fiscal years. Are the costs on-going or one-time?

Year of Proposed Agreement	2017/18	2018/19	2019/20
Percentage Salary Change	2.25% / 4% 1 X		
On-going or one time cost?	both		

B. Cost of agreement

Indicate the costs of salary and benefit increases that would be incurred under the agreement for the current and two subsequent fiscal years.

Year	2017/18	2018/19	2019/20
Salary	310,000	133,000	133,000
Benefits	68,000	29,000	29,000
Other Costs - Health & Welfare increase	0	0	0
Total Cost	378,000	162,000	162,000

C. Source of funding

Indicate the source of funding for the proposed agreement. If Staff reductions would be required, this should be stated. Please use additional pages as necessary.

Base Grant and Supplemental Concentration for ongoing (based on current funding at positions)
 Reserve for one time

D. Major provisions

List the major provisions and each of the other costs of the agreement for the current and two subsequent fiscal years. Please use additional pages as necessary.

One Time of 4%
 2.25% Increase to CSEA Salary Schedule ongoing
 Clarifying language regarding placement of holidays added to section 11. No expected cost increase.

E. Impact of proposed agreement on District reserves

State Recommended Minimum Reserve Level (after implementation of Proposed agreement)

District UNRESTRICTED Reserves sufficient to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT for the current and two subsequent fiscal years.

GENERAL FUND RESERVES (includes EETA and CSEA)

YEAR	2017/18	2018/19	2019/20
Designated for Economic Uncertainties (Object code 0671)	1,250,000	1,250,000	1,250,000
Board-Designated Reserves (Object code 0672)	4,671,424	2,443,351	1,304,590
Unappropriated Amount (Object code 0679)	253,852	253,852	253,852
TOTAL RESERVES:	6,175,276	3,947,203	2,808,442

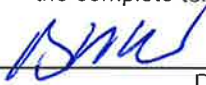



NOTE: Reserve amounts taken from most previously created MYP. It does not reflect additional cuts that are in the process of being worked out and decided on.

If the funding source is the ending balance; the ending balance should be reduced each year by the cost of this agreement.

CERTIFICATION

To be signed by the District Superintendent and Chief Business Official when submitted for Public Disclosure before formal action by the Governing Board on the proposed agreement.

The Superintendent and Chief Business Official verify that the costs incurred by the District can be met during the complete term of the agreement.

	
District Superintendent (Signature)	Date
	
District Chief Business Official (Signature)	Date

CERTIFICATION

To be signed by the District Superintendent when submitted for Public Disclosure and by the Board President after formal action by the Governing Board on the proposed agreement.

The information provided in this document summarized the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirement of AB1200 and GC3547.5

District Superintendent (Signature)	Date
After public disclosure of the major provisions contained in the Summary, the Governing Board, at its meeting on _____ took action to approve the proposed agreement with the _____ bargaining unit.	
President, Governing Board (Signature)	Date

Enterprise Elementary School District
Multi - Year Projection
2017-18 First Interim Budget

	Unrestricted			Restricted			Total			
	Revenues	Expenditures	Net	Revenues	Expenditures	Net				
2017-18 Projected Budget	28,568,944	29,689,863	(1,120,919)	10,960,726	10,964,125	(3,399)	(1,124,318)			
2018-19 Projected Budget Changes										
Revenue Changes:										
	LCFF gap funding	39.1%	580,424			580,424	-	580,424		
	ADA	3,437								
	ADA decline	-								
	Trigger cut							-		
	Other revenue changes - see attached		(504,050)			(504,050)		(504,050)		
Expenditure Changes:										
	One-time expenditures - see attached			(106,390)		106,390	(168,000)	168,000	274,390	
	Estimated step & column increase			364,000		(364,000)	91,000	(91,000)	(455,000)	
	Salary savings due to attrition								-	
	Increase in operating expenses (ie fuel, supplies, insurance)			75,000		(75,000)	25,000	(25,000)	(100,000)	
	Other expenditure changes - see attached			783,519		(783,519)	116,000	(116,000)	(899,519)	
	Total Changes		76,374	1,116,129		(1,039,755)	-	64,000	(64,000)	(1,103,755)
2018-19 Projected Budget	28,645,318	30,805,992	(2,160,674)	10,960,726	11,028,125	(67,399)	(2,228,073)			
2019-20 Projected Budget Changes										
Revenue Changes:										
	LCFF gap funding	41.6%	899,722			899,722		-	899,722	
	ADA	3,437								
	Other revenue changes - see attached		(165,174)			(165,174)	165,174	165,174	-	
Expenditure Changes:										
	Estimated step & column increase			364,000		(364,000)	91,000	(91,000)	(455,000)	
	Increase in operating expenses (ie fuel, supplies, insurance)			75,000		(75,000)	25,000	(25,000)	(100,000)	
	Other expenditure changes - see attached			(850,390)		850,390	105,800	(105,800)	744,590	
	Total Changes		734,548	(411,390)		1,145,938	165,174	221,800	(56,626)	1,089,312
2019-20 Projected Budget	29,379,866	30,394,602	(1,014,736)	11,125,900	11,249,925	(124,025)	(1,138,761)			

**Enterprise Elementary School District
Multi - Year Projection
2017-18 First Interim Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<u>2018-19 Changes</u>			
<u>Revenue Changes</u>			
2017-18 One Time Mandated Cost Reimbursement	(504,050)		(504,050)
Net increase / (decrease) to Revenues	<u>(504,050)</u>	<u>-</u>	<u>(504,050)</u>
<u>One-time Expenditures</u>			
Technology purchases	1,100,000		1,100,000
2017-18 Transfer to Retiree Benefits Fund	(150,000)		(150,000)
2018-19 Textbook Adoption	500,000		500,000
Site Carry Over	(520,390)		(520,390)
One Time Salary	(872,000)	(168,000)	(840,000)
One time technology upgrades and staff	(364,000)		(364,000)
Net increase / (decrease) to One-time Expenditures	<u>(106,390)</u>	<u>(168,000)</u>	<u>(274,390)</u>
<u>Other Expenditure Changes</u>			
New LCAP expenditures	322,519		322,519
Workers comp increase	45,000	12,000	57,000
STRS increase in retirement costs	272,800	68,200	341,000
PERS increase in retirement costs	143,200	35,800	179,000
Net increase / (decrease) to Other Expenditure Changes	<u>783,519</u>	<u>116,000</u>	<u>899,519</u>
<u>2019-20 Changes</u>			
<u>Revenue Changes</u>			
Contribution from Unrestricted	(165,174)	165,174	-
	<u>(165,174)</u>	<u>165,174</u>	<u>-</u>
<u>Other Expenditure Changes</u>			
One-time technology purchases	(1,100,000)		(1,100,000)
STRS increase in retirement costs	272,800	68,200	341,000
PERS increase in retirement costs	150,400	37,600	188,000
New LCAP expenditures	326,410		326,410
2018-19 Textbook Adoption	(500,000)		(500,000)
Net increase / (decrease) to Other Expenditure Changes	<u>(850,390)</u>	<u>105,800</u>	<u>(744,590)</u>

POTENTIAL VARIABLES

- > Projected ADA could be up or down for estimates
- > LCFF Gap Funding could be higher or lower
- > Special education contribution could vary from current annual estimate
- > Workers' Compensation premiums could increase, stay static, or decrease
- > Employee health insurance premiums may further increase beyond current cap
- > ADA audit by State controller could result in amounts due to State (amount unknown)
- > Unpredictable increases in insurance, utilities, and other operating costs

11.1.4 APPROVE JOB DESCRIPTIONS FOR TECHNICIAN AND TECHNOLOGY INSTRUCTIONAL ASSISTANT

It is recommended the Board approve the attached job descriptions entitled "Technician" and "Technology Instructional Assistant."

PROPOSED ACTION: Approval.

MOTION MADE BY: _____

SECONDED BY: _____

TO: BRIAN WINSTEAD, SUPERINTENDENT
FROM: MEAGAN HAWLEY-STONE, HUMAN RESOURCES
DATE: NOVEMBER 17, 2017
RE: TECHNICIAN JOB DESCRIPTION

DESCRIPTION OF AGENDA ITEM:

Attached, please find the Technician job description.

Please present the job description for Board approval at their December 6, 2017, meeting.

Job Title: Technician (Classified Position)
Department: As Assigned
Reports To: Site Administrator/Program Manager
Range: E
Prepared By: Reclassification Committee
Prepared Date: October 9, 2017
Approved By: Board of Education
Approved Date:

SUMMARY: Under the general supervision of the site administrator and/or program manager; Works independently and/or as a team to support the installation and maintenance of technology at the site, program and/or district levels, including hardware and software network, and the use of technology resources by all staff. Supports and assists in implementation of district and site technology plans.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Build and maintain positive relationships with public officials, school employees, parents and students using effective verbal/non-verbal skills
- Maintain personal hygiene and wear appropriate attire for the position
- Work with others as a team in a fast paced environment
- Effectively use conflict resolution skills
- Effectively communicate problems that arise to supervisor
- Responds to assigned service calls
- Ability to drive own vehicle or district vehicle to school sites as necessary to complete assigned duties and responsibilities.
- Provides support to staff and students in the application of standard district and school software
- Provides troubleshooting assistance on all tech equipment including but not limited to: Wiring connections, network software, hardware, printers, operating systems, installation, electronic mail support and connections to the district wide area network
- Serve as a liaison with district tech staff
- Perform set up, support, repair, maintenance and cleaning of devices, accessories and systems.
- Support use of peripherals (scanners, document projectors, multi-media presentations, interactive white boards, etc.)
- Process work order requests for tech equipment needing repair
- Uses and has working knowledge of various brands, platforms of computers
- Attends in-service training, provides in-service training as required
- Assists in maintaining inventory and control records of hardware, software and related accessories.
- Record keeping as needed
- Understands, refers to, current technology board policies
- Follows copyright laws and licensing
- Performs other related duties as assigned

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or general education degree (GED) required. AA Degree and/or at least one year of related experience preferred. Ability to work effectively within the school community setting: maintains harmonious relationships with teachers, other employees, students and parents.

LANGUAGE SKILLS: Ability to read and interpret documents. Ability to prepare or assist with writing routine reports and correspondence. Must be able to readily take direction and be able to follow through in an independent manner; must be able to communicate well with parents, children, staff, and members of the public; must be able to follow through with record keeping and be thorough in following the directions of the staff in the specific duties as outlined above.

CERTIFICATES, LICENSES, REGISTRATIONS: Valid California Driver's License

MATHEMATICAL SKILLS: Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY: Define problems, collect data, establish facts, and draw valid conclusions. Apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Communicate effectively, both orally and in writing, using clear, Standard English.

OTHER SKILLS AND ABILITIES: Ability to work on a variety of tasks simultaneously with frequent interruption. Ability to maintain the highest degree of confidentiality regarding sensitive information. Ability to operate office equipment such as, but not limited to, multi-line phone system, copy machine, fax machine, scanner, hand held radio, etc. Ability to utilize a computer for a wide variety of applications. Ability to interact with staff, students, parents, and others in an open, friendly business-like manner.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee is frequently sitting; required to stand; walk; use hands and fingers to touch, handle, or feel objects, or controls; reach with hands and arms above shoulders and horizontally; climb or balance, and bend at waist or stoop or kneel or crouch. The employee must frequently lift, move, push, and/or pull up to 30 pounds, occasionally lift, move, push, and/or pull up to 50 pounds; lift greater than 50 lbs. with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is subject to inside and occasionally outside environmental conditions; may be exposed to biohazards and sharp objects; may be required to use vehicle in the course of employment, and may be required to work at a video/computer terminal for prolonged periods. The noise level in the work environment is usually moderate.

CSEA President

Date

Superintendent

Date

Board Approval (Clerk)

Date

TO: BRIAN WINSTEAD, SUPERINTENDENT
FROM: MEAGAN HAWLEY-STONE, HUMAN RESOURCES
DATE: NOVEMBER 17, 2017
RE: TECHNOLOGY INSTRUCTIONAL ASSISTANT JOB DESCRIPTION

DESCRIPTION OF AGENDA ITEM:

Attached, please find the Technology Instructional Assistant job description.

Please present the job description for Board approval at their December 6, 2017, meeting.

Job Title: Technology Instructional Assistant (Classified Position)
Department: As Assigned
Reports To: Site Administrator/Program Manager
Range: D
Prepared By: Reclassification Committee
Prepared Date: September 20, 2017
Approved By: Board of Education
Approved Date:

SUMMARY: Under the general supervision of the site administrator and/or program manager assists the classroom teacher, students and/or school personnel in providing designated technology services throughout the school and/or in a lab setting; performs other duties associated with the particular position to which the aide has been assigned.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Build and maintain positive relationships with public officials, school employees, parents and students using effective verbal/non-verbal skills
- Maintain personal hygiene and wear appropriate attire for the position
- Work with others as a team in a fast paced environment
- Effectively use conflict resolution skills
- Effectively communicate problems that arise to supervisor
- Assist students in small group, large group or individually
- Assist teachers with technology in the school lab or classroom
- Monitor student use of technology
- Inspect and troubleshoot technology, hardware, software and related accessories
- Perform other duties which reasonably relate to the position

QUALIFICATIONS: To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE: High school diploma or general education degree (GED); knowledge of and experience with computers and related programs.

LANGUAGE SKILLS: Ability to read and interpret documents. Ability to prepare or assist with writing routine reports and correspondence. Must be able to readily take direction and be able to follow through in an independent manner; must be able to communicate well with parents, children, staff, and members of the public; must be able to follow through with record keeping and be thorough in following the directions of the staff in the specific duties as outlined above.

CERTIFICATES, LICENSES, REGISTRATIONS: Valid California Driver's License

MATHEMATICAL SKILLS: Add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

REASONING ABILITY: Define problems, collect data, establish facts, and draw valid conclusions. Apply common sense understanding to carry out instructions furnished in written,

oral, or diagram form. Communicate effectively, both orally and in writing, using clear, Standard English.

OTHER SKILLS AND ABILITIES: Ability to work on a variety of tasks simultaneously with frequent interruption. Ability to maintain the highest degree of confidentiality regarding sensitive information. Ability to operate office equipment such as, but not limited to, multi-line phone system, copy machine, fax machine, scanner, hand held radio, etc. Ability to utilize a computer for a wide variety of applications. Ability to interact with staff, students, parents, and others in an open, friendly business-like manner.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee is frequently sitting; required to stand; walk; use hands and fingers to touch, handle, or feel objects, or controls; reach with hands and arms above shoulders and horizontally; climb or balance, and bend at waist or stoop or kneel or crouch. The employee must frequently lift, move, push, and/or pull up to 20 pounds, occasionally lift, move, push, and/or pull up to 30 pounds; lift greater than 30 lbs. with assistance. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is subject to inside and occasionally outside environmental conditions; may be exposed to biohazards and sharp objects; may be required to use vehicle in the course of employment, and may be required to work at a video/computer terminal for prolonged periods. The noise level in the work environment is usually moderate.

CSEA President

Date

Superintendent

Date

Board Approval (Clerk)

Date

11.2.1 TRIP REQUESTS

February 7-11, 2018
Boulder Creek Middle School Dance Crew
Disneyland Park, Anaheim, CA

Proposed Action: Approval.

MOTION MADE BY: _____

SECONDED BY: _____



Overnight or Out-of-State Trip Request

Note: Board approval is required for all overnight field trips. Board meetings are usually held the first Wednesday of every month. Please submit your request to the District Office by 4:00 p.m. the third Friday of the month.

Date(s) of Activity: February 7th-11th 2018 Advisor(s) Jenn Lane

Organization Name: Boulder Creek Middle School Dance Crew

Educational Purpose of Trip: To give the students an opportunity to experience the performing arts through a dance competition, and performance in Disneyland Park, along with a hip-hop workshop from a Disney cast member.

Destination(s): Disneyland Park (Anaheim, CA)

Transportation required: Parent Drivers

Ratio of Adults to Students = 1-4

- Parent permission slip on file
- Insurance forms on file in school office
- Fingerprint clearance completed for any adult capable of being alone with a student
- First Aid Kit in possession or available

Overnight Accommodations:
February 7-11 Anaheim Islander Inn and Suites
Address: 424 W Katella Ave, Anaheim, CA 92802
Phone: (714) 778-6565

I have read Board Policy and Administrative Regulation #6153 and have verified all requirements to ensure the safety of the students with the administrator in charge.

Submitted by J Lane
(Advisor)

Date 11/15/17

I have read Board Policy and Administrative Regulation #6153 and have verified all requirements to ensure the safety of the students with the Superintendent.

Submitted by J Miller
(Site Administrator)

Date 11-15-17

Board Approval - Signature, Board Clerk _____

Date _____

11.3.1 WARRANT LISTINGS

Payment of commercial warrants from the General, Special Reserve, and Capital Projects funds are presented to the Board for ratification.

Due to the length of the Warrant Listings document, it is not printed into the agenda. Should anyone wish to view the entire document, it is available at the District Office during regular business hours.

Proposed Action: Approval by consent.

MOTION MADE BY: _____

SECONDED BY: _____

11.3.2 FIRST PERIOD INTERIM REPORT

Each year the District is required to submit two Interim Financial Reports to the Governing Board. The First Interim Report covers the period from July 1 through October 31. Due to the length of the report, only the first few pages are copied into the agenda. The entire report is available at the District Office during regular business hours.

It is recommended the Board approve the First Period Interim Report and certify that the Enterprise Elementary School District will be able to meet its financial obligations for the remainder of this fiscal year based on the current forecast to meet its multi-year financial commitments.

Proposed Action: Approval.

MOTION MADE BY: _____

SECONDED BY: _____




ENTERPRISE ELEMENTARY SCHOOL DISTRICT

INTEROFFICE MEMO

DATE: November 30, 2017

TO: Brian Winstead

FROM: Philip Brown, CBO 

RE: First Interim Report 2017/18

Each year in addition to the normal budget and financial information, we are required to submit two interim financial reports to our governing board. The First Interim Report covers the period from July 1 through October 31 and the Second Interim Report is for the period July 1 through January 31. Actual expenditures are shown through the above dates with projections for the balance of the year. These requirements were legislatively imposed in order to insure that the Board is adequately informed of budget conditions and alerted to potential financial problems.

When the District budget was adopted last June, we did not have final State budget information for education. Nor did we have final figures from the 2016/17 fiscal year, as we do not close the previous year's books until well into the fall. Consequently, the final budget was based on our best estimates at the time. Information is now available on last year's ending balances, state and federal changes, and many other items in expenditures and income categories. This first interim reporting includes adjustment of the budget to reflect carryover balances and other program, resource, and revenue and expenditure information now available.

This report and attachments are a summary of the complete First Interim Report, covering actual revenues and expenditures for July 1, 2017 through October 31, 2017 and projections for the balance of the fiscal year. This report's primary focus is the District's General Fund, with a brief summary of the other funds of the District.

The complete First Interim Report consists of well over one hundred pages of data from the State SACS software system, and encompasses all District funds, including the General Fund. As such, the complete report is not included in this agenda item, rather, the information is summarized within this report to the Board and accompanying attachments. The complete report is available in the District Office and upon request for review.

GENERAL FUND – First Interim Budget

The significant assumptions and General Fund budget, adjusted at First Interim, are summarized following. This budget report is a summary of the State SACS software reports. The General Fund is expected to incur a deficit for the fiscal year (net decrease in fund balance) of about (\$1,124,000).

Notable changes and circumstances in this budget include:

- Adjusting revenue projections based on revised ADA estimates (decrease of 171)
- Adjusting the budget to reflect recently negotiated certificated and classified wage and salary increases
- Separation of revenues and expenses related to PACE and RCA “charterization”

The First Interim Budget has been developed based on a series of assumptions regarding District conditions as well as federal and state funding. These assumptions are naturally subject to change. Since it is impossible to accurately predict all of the assumptions required at budget development, the District formally updates its budget and related assumptions at least twice a year.

Significant Budget Assumptions

Revenue

LCFF Components:

Budget ADA revised per enrollment	3,437
Unduplicated Pupil Count (2017/18 CBEDS)	69.87% funded (72.2% actual)
LCFF target gap funding % for budget year	43.19%
State defined inflation adjustment (COLA)	1.56%
One-time discretionary revenues (Mandate offset)	\$147/ADA
Mandated cost reimbursement block grant	\$109,116
Lottery (restricted and unrestricted)	\$194/ADA
Federal Revenues	Previous cuts rescinded
Local Revenues	No significant change from prior

Expenses

Certificated salary schedule effective 2017/18	
Classified salary schedule effective 2017/18 (pending Board approval)	
Administrator and Confidential/Classified Management salary schedule effective 2017/18	
Benefits continued through the CVT per employee agreements at the contracted caps	
Workers Comp rates decreased by 5% over 2016/17	
FTE – certificated	207.3
FTE – classified	221.4

ENTERPRISE ELEMENTARY SCHOOL DISTRICT

GENERAL FUND (01)

FIRST INTERIM BUDGET 2017/2018

ANTICIPATED REVENUES FOR 2017-2018

INCOME BY SOURCE:

• LCFF Sources	\$ 31,146,197
• Federal Income	2,634,875
• State Income	3,159,524
• Local Income	2,455,627
• Transfers in	133,447
TOTAL PROJECTED INCOME:	<u>39,529,670</u>

ANTICIPATED EXPENDITURES FOR 2017-2018

EXPENDITURE BY OBJECT:

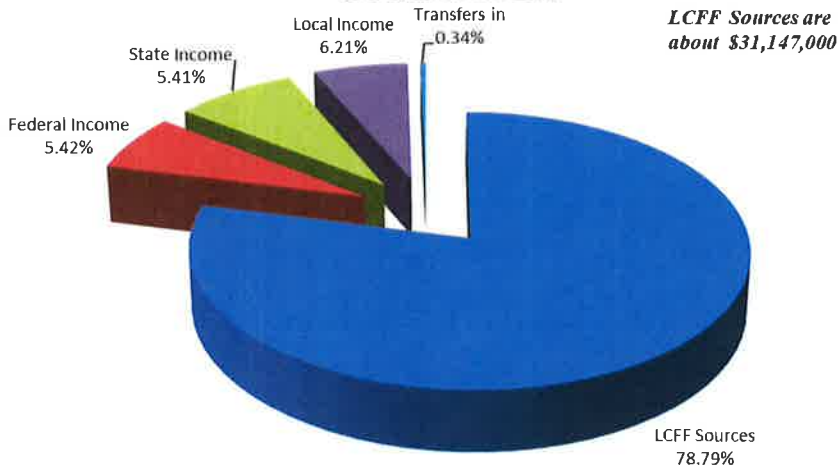
• 1000	Certificated Salaries	16,762,868
• 2000	Classified Salaries	7,151,050
• 3000	Employee Benefits	8,651,047
• 4000	Books and Supplies	2,940,462
• 5000	Services & Other Operating Exp's	4,610,236
• 6000	Sites, Building, & Equipment	160,808
• 7000	Other Outgo & Uses	(2,090)
• 7600	Transfers Out	379,607
TOTAL PROJECTED EXPENDITURES		<u>40,653,988</u>

OPERATING DIFFERENCE (1,124,318)

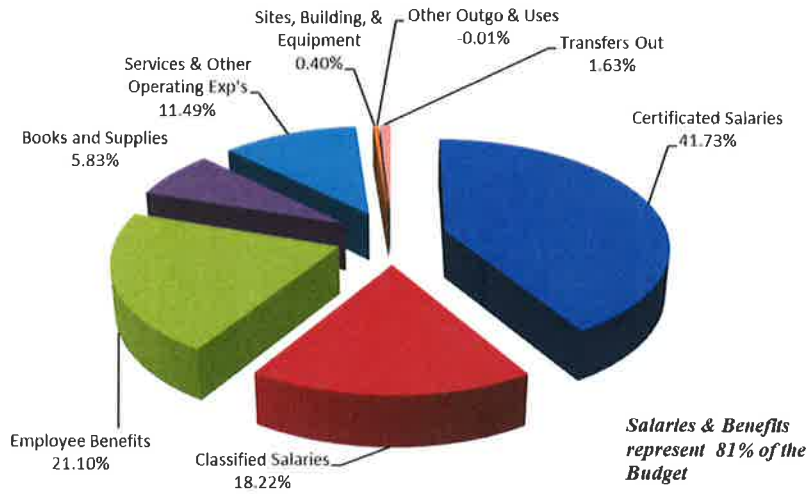
ESTIMATED BEGINNING BALANCE 7,299,594

ESTIMATED ENDING BALANCE **\$ 6,175,276**

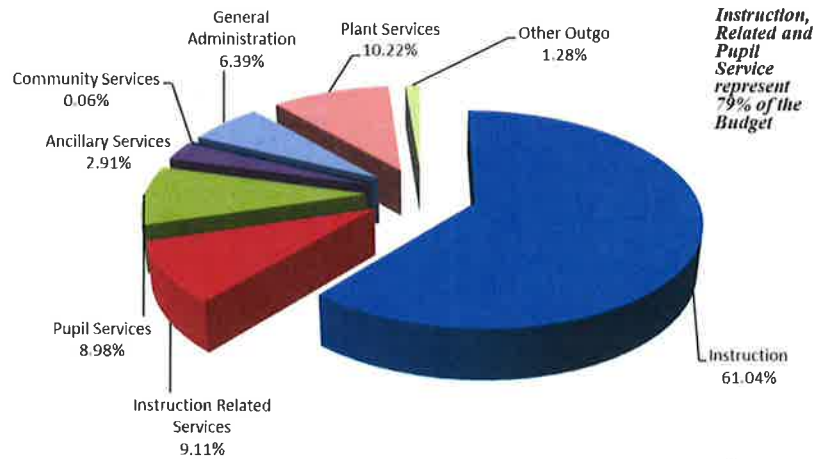
Anticipated Revenues



Anticipated Expenses by Object



Anticipated Expenses by Function



Following are summaries of the changes in revenue and expenditure projections as compared to the current board approved operating budget.

Changes to Revenue Projections

	Board Approved Operating Budget	1st Interim Budget	Change from Operating Budget
LCFF Sources	\$ 31,268,235	\$ 31,146,197	\$ (122,038)
Federal Revenue	2,043,678	2,634,875	591,197
State Revenue	2,577,092	3,159,524	582,432
Local Revenue	2,257,688	2,455,627	197,939
Total Revenue	\$ 38,146,693	\$ 39,396,223	\$ 1,249,530

Total budgeted revenues increased from the Board Approved Operating Budget, summarized as follows:

LCFF Sources decreased due to a decrease in estimated ADA partially offset by an increase in UPC.

Federal revenues increased due to the recognition of unspent categorical income deferred from the previous year.

State revenues increased due to the value of the STRS paid on our behalf from the State.

Local revenues increased due to an increase in Special Ed subsidy, based on an increase in Special Ed costs.

Changes to Expenditure Projections

	Board Approved Operating Budget	1st Interim Budget	Change from Operating Budget
Certificated Salaries	\$ 15,682,520	\$ 16,762,868	\$ 1,080,348
Classified Salaries	6,847,141	7,151,050	303,909
Benefits	7,931,323	8,651,047	719,724
Books & Supplies	2,192,420	2,940,462	748,042
Services & Other Oper. Exp.	4,318,017	4,610,236	292,219
Capital Outlay	30,808	160,808	130,000
Other Outgo	(29,673)	(2,090)	27,583
Total Expenditures	\$ 36,972,556	\$ 40,274,381	\$ 3,301,825

Total budgeted expenditures increased from the Board Approved Operating Budget, summarized as follows:

Certificated and classified salaries and benefits reflect current staffing projections and planned staff development, and have been adjusted to reflect recently negotiated salary increases. Labor negotiations for the 2017/18 fiscal year are closed.

Benefits increased due to above mentioned STRS amount paid by the State and the negotiated salary increases.

Books & Supplies increased from the final budget largely due to planned expenditure of unspent carryover balances, one-time tech expenditure, and site budget carryover from 2016/17.

Services & Other Operating Expense increased largely due to Special Ed services cost increases.

Cash Flow Projection

Attached is the *Enterprise Elementary, Cashflow Worksheet* report, which is part of the complete First Interim Report. This report is a projection of the difference between cash receipts and cash disbursements on a monthly basis. Some items, such as payroll, are known and regular, while other expenditure items are educated estimates.

The *Cashflow Worksheet* indicates there will be sufficient cash to meet known obligations prior to the end of this fiscal year. We estimate our cash balance at June 30, 2018 will be about \$6.5 million.

**Enterprise Elementary
Cashflow Worksheet
2017/18 First Interim Budget**

	Object	Budget	July	August	September	October	November	December	January	February	March	April	May	June	Accruals / Adjustments	TOTAL
ACTUALS THROUGH THE MONTH OF (Enter Month Name)		0CT														
A. BEGINNING CASH	9110		7,525,010	7,370,010	4,856,977	5,411,392	4,877,391	3,277,191	6,507,339	6,384,359	5,368,361	5,487,606	6,454,878	5,007,970		
B. RECEIPTS																
Revenue Limit Sources																
Principal Apportionment	8010-8019	21,727,187	1,101,001	1,101,081	2,031,500	1,981,946	1,981,946	1,981,946	1,981,946	1,743,953	1,955,447	1,955,447	1,955,447	1,855,447	0	21,727,187
Property Taxes	8020-8079	5,747,952	145,138	197,929	32,926	14,184	16,513	2,281,559	1,078,590	7,186	10,360	1,673,920	(249,200)	538,042	0	5,747,952
EPA	8012	4,188,368	0	0	1,111,895	0	0	1,048,592	0	0	1,048,592	0	987,269	0	4,188,368	
Miscellaneous Funds	8080-8099	(527,340)	0	0	0	0	0	0	0	0	0	0	0	(527,340)	0	
Federal Revenue	8100-8299	2,634,875	0	0	28,329	151,421	7,149	463,018	3,583	0	434,829	27,009	0	821,516	700,000	2,634,875
Other State Revenue	8300-8599	3,159,524	0	1,675	0	38,790	106,042	389,543	458,992	0	182,844	117,152	184,768	1,179,718	500,000	3,159,524
Other Local Revenue	8600-8799	2,455,627	65,231	69,407	140,718	164,219	167,714	201,140	352,409	273,016	190,997	160,181	218,044	352,550	100,000	2,455,627
Interfund Transfers In	8910-8929	133,447	0	0	0	0	0	0	0	0	0	0	0	133,447	0	
All Other Financing Sources	8930-8979		0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Receipts/Non-Revenue			0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL RECEIPTS		39,629,670	1,311,450	1,370,082	3,343,371	2,350,580	2,279,364	6,366,799	3,876,620	2,024,155	3,824,069	3,933,729	2,108,991	5,441,568	1,300,000	39,629,670
C. DISBURSEMENTS																
Certificated Salaries	1000-1999	16,702,868	172,397	1,377,839	1,409,254	1,430,334	2,081,364	1,447,685	1,429,405	1,457,120	1,484,292	1,435,215	1,433,538	1,624,423	0	16,702,868
Classified Salaries	2000-2999	7,151,050	211,543	654,887	652,327	591,479	600,895	891,138	537,944	558,043	668,847	579,253	647,169	657,527	0	7,151,050
Employee Benefits	3000-3999	8,651,047	276,541	661,956	617,304	618,519	717,705	623,319	629,666	634,808	645,696	658,052	672,914	1,694,447	0	8,651,047
Books, Supplies and Services	4000-5999	7,550,698	488,764	988,634	422,651	468,084	413,348	465,943	321,000	368,941	1,029,868	293,935	802,279	75,112	1,400,000	7,550,698
Capital Outlay	6000-6999	160,808	0	0	20,953	(23)	0	1,909	80,467	3,142	0	0	0	54,360	0	160,808
Other Outgo	7000-7499	(2,090)	0	0	0	141,422	0	0	0	0	0	0	0	0	(143,512)	(2,090)
Interfund Transfers Out	7600-7629	379,607	0	0	0	0	0	0	0	0	0	0	0	0	379,607	379,607
All Other Financing Uses	7630-7699		0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Disbursements/			0	0	0	0	0	0	0	0	0	0	0	0	0	0
Non Expenditures			0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL DISBURSEMENTS		40,653,988	1,149,265	3,683,315	3,122,489	3,247,916	3,813,311	3,429,993	2,998,601	3,040,153	3,704,824	2,966,485	3,666,901	4,305,870	1,636,696	40,653,988
D. PRIOR YEAR TRANSACTIONS																
Assets		0														
Cash Not in Treasury	9111-9199	11,391	0	0	0	0	0	0	0	0	0	0	0	0	11,391	11,391
Assets Receivable	9200-9299	1,290,316	185,167	162,816	338,931	162,610	120,069	0	0	0	0	0	0	330,224	(0)	1,290,316
Due From Other Funds	9310	313,510	108,303	0	0	0	0	0	0	0	0	0	0	295,208	(0)	313,510
Stores Inventory	9320	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Prepaid Exp.	9330	1,000	0	0	0	0	0	0	0	0	0	0	0	1,000	1,000	
Other Assets	9340	0	0	0	(3,032)	0	3,032	0	0	(0)	0	0	0	0	0	
Total Assets		1,616,218	293,470	162,816	335,899	162,610	123,101	0	0	0	0	0	0	526,932	11,391	1,616,218
Liabilities																
Accounts Payable	9500-9599	(1,843,845)	(610,656)	(362,624)	(2,367)	645	10,847	(679,490)	0	0	0	0	0	0	0	(1,843,845)
Due to Other Funds	9610	(79,016)	0	0	0	0	0	(27,168)	0	0	0	0	0	(51,848)	0	(79,016)
Current Loans	9640	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Deferred Revenues	9650	(118,773)	0	0	0	0	0	0	0	0	0	0	0	(118,773)	(0)	
Total Liabilities		(1,841,634)	(610,656)	(362,624)	(2,367)	645	10,847	(706,658)	0	0	0	0	0	(170,621)	0	(1,841,634)
TOTAL PRIOR YEAR TRANSACTIONS		(225,416)	(317,186)	(199,808)	333,532	163,255	133,748	(706,658)	0	(0)	0	(0)	0	356,311	11,391	(225,416)
E. NET INCREASE/DECREASE (B - C + D)			(166,001)	(2,613,032)	664,414	(734,001)	(1,400,200)	2,230,148	877,019	(1,016,998)	119,246	987,274	(1,448,010)	1,492,011	(324,704)	(1,348,734)
F. ENDING CASH (A + E)			7,370,010	4,856,977	5,411,392	4,877,391	3,277,191	6,507,339	6,384,359	6,368,361	5,487,606	6,454,878	5,007,970	6,499,980		
G. ENDING FUND BALANCE																6,176,276

Multi-year Projection

Attached is the *Enterprise Elementary School District, Multi-Year Projection (MYP)*, which is part of the complete First Interim Report. The MYP is a projection of the district’s operations for this year, as well as the next two fiscal years. The MYP is a legislatively imposed requirement to ensure Districts’ budget projections reflect compliance with Ed. Code requirements, including minimum reserve levels.

Based on the current enrollment trend, we have conservatively estimated ADA will be down by 171 for 2017/18 and will remain flat for the 2018/19 and 2019/20 fiscal years. Future funding restorations (LCFF gap funding) are projected for both years based on School Services of California recommendations. Step and column are estimated to cost \$455,000, year over year.

It should be noted, the projection reflects continued spending deficits for the 2018/19 and 2019/20 years. This includes the projected year-over-year increases in District STRS and PERS contributions in excess of \$520,000 for both 2018/19 and 2019/20. 2017/18 one-time revenues (\$504,000 mandate reimbursement) and expenses (\$1,874,000, including one-time salary payments, site carryover, technology upgrades, and retiree benefits fund transfers) are removed from the projection in 2018/19.

The MYP reflects estimates of LCFF gap funding increase of 39.12% (about \$580,000) and 41.6% (about \$900,000) for the 2018/19 and 2019/20 fiscal years, respectively. While the MYP reflects continued deficit spending which will ultimately have to be balanced, we are cautiously optimistic future LCFF gap funding may be provided above our estimates to help close the deficits.

The District’s MYP indicates the District will meet Ed. Code mandated fiscal responsibility requirements and maintain fiscal solvency through the projection period.

**Enterprise Elementary School District
Multi - Year Projection
2017-18 First Interim Budget**

	Unrestricted			Restricted			Total
	Revenues	Expenditures	Net	Revenues	Expenditures	Net	
2017-18 Projected Budget	28,568,944	29,689,863	(1,120,919)	10,960,726	10,964,125	(3,399)	(1,124,318)
2018-19 Projected Budget Changes							
Revenue Changes:							
LCFF gap funding	39.1%	580,424	580,424			-	580,424
ADA	3,437						
ADA decline							
Trigger cut							
Other revenue changes - see attached		(504,050)	(504,050)				(504,050)
Expenditure Changes:							
One-time expenditures - see attached		(106,390)	106,390	(168,000)	168,000		274,390
Estimated step & column increase		364,000	(364,000)	91,000	(91,000)		(455,000)
Salary savings due to attrition							
Increase in operating expenses (ie fuel, supplies, insurance)		75,000	(75,000)	25,000	(25,000)		(100,000)
Other expenditure changes - see attached		783,519	(783,519)	116,000	(116,000)		(899,519)
Total Changes	76,374	1,116,129	(1,039,755)	-	64,000	(64,000)	(1,103,755)
2018-19 Projected Budget	28,645,318	30,805,992	(2,160,674)	10,960,726	11,028,125	(67,399)	(2,228,073)
2018-19 Carryover Budget	28,645,318	30,805,992	(2,160,674)	10,960,726	11,028,125	(67,399)	(2,228,073)
2019-20 Projected Budget Changes							
Revenue Changes:							
LCFF gap funding	41.6%	899,722	899,722			-	899,722
ADA	3,437						
Other revenue changes - see attached		(165,174)	(165,174)	165,174		165,174	
Expenditure Changes:							
Estimated step & column increase		364,000	(364,000)	91,000	(91,000)		(455,000)
Increase in operating expenses (ie fuel, supplies, insurance)		75,000	(75,000)	25,000	(25,000)		(100,000)
Other expenditure changes - see attached		(850,390)	850,390	105,800	(105,800)		744,590
Total Changes	734,548	(411,390)	1,145,938	165,174	221,800	(56,626)	1,089,312
2019-20 Projected Budget	29,379,866	30,394,602	(1,014,736)	11,125,900	11,249,925	(124,025)	(1,138,761)

**Enterprise Elementary School District
Multi - Year Projection
2017-18 First Interim Budget**

	<u>Unrestricted</u>	<u>Restricted</u>	<u>Total</u>
<u>2018-19 Changes</u>			
<u>Revenue Changes</u>			
Contribution from Unrestricted	-		-
2017-18 One Time Mandated Cost Reimbursement	(504,050)		(504,050)
Net increase / (decrease) to Revenues	<u>(504,050)</u>	<u>-</u>	<u>(504,050)</u>
<u>One-time Expenditures</u>			
Technology purchases	1,100,000		1,100,000
2017-18 Transfer to Retiree Benefits Fund	(150,000)		(150,000)
2018-19 Textbook Adoption	500,000		500,000
Site Carry Over	(520,390)	-	(520,390)
One Time Salary	(672,000)	(168,000)	(840,000)
One time technology upgrades and staff	(364,000)	-	(364,000)
Net increase / (decrease) to One-time Expenditures	<u>(106,390)</u>	<u>(168,000)</u>	<u>(274,390)</u>
<u>Other Expenditure Changes</u>			
New LCAP expenditures	322,519		322,519
Workers comp increase	45,000	12,000	57,000
STRS increase in retirement costs	272,800	68,200	341,000
PERS increase in retirement costs	143,200	35,800	179,000
Net increase / (decrease) to Other Expenditure Changes	<u>783,519</u>	<u>116,000</u>	<u>899,519</u>
<u>2019-20 Changes</u>			
<u>Revenue Changes</u>			
Contribution from Unrestricted	(165,174)	165,174	-
	<u>(165,174)</u>	<u>165,174</u>	<u>-</u>
<u>Other Expenditure Changes</u>			
One-time technology purchases	(1,100,000)		(1,100,000)
STRS increase in retirement costs	272,800	68,200	341,000
PERS increase in retirement costs	150,400	37,600	188,000
New LCAP expenditures	326,410		326,410
2018-19 Textbook Adoption	(500,000)		(500,000)
Net increase / (decrease) to Other Expenditure Changes	<u>(850,390)</u>	<u>105,800</u>	<u>(744,590)</u>

**Enterprise Elementary School District
MULTI-YEAR PROJECTION
2017-18 First Interim Budget**

		2017/18 Budget			2018/19 Projected Budget			2019/20 Projected Budget		
		Unrestricted	Restricted	Total	Unrestricted	Restricted	Total	Unrestricted	Restricted	Total
REVENUES										
Revenue Limit Sources:										
Local Control Funding Formula	8010 - 8090	31,673,537	-	31,673,537	32,253,961	-	32,253,961	33,153,683	-	33,153,683
In Lieu Taxes	8096	(277,340)	-	(277,340)	(277,340)	-	(277,340)	(277,340)	-	(277,340)
Transfer	8091	(250,000)	-	(250,000)	(250,000)	-	(250,000)	(250,000)	-	(250,000)
TOTAL REVENUE LIMIT		31,146,197	0	31,146,197	31,726,621	0	31,726,621	32,626,343	0	32,626,343
Federal Revenues	8100 - 8299	0	2,634,875	2,634,875	0	2,634,875	2,634,875	0	2,634,875	2,634,875
Other State Revenues	8300 - 8599	1,137,679	2,021,845	3,159,524	633,629	2,021,845	2,655,474	633,629	2,021,845	2,655,474
Other Local Revenues	8600 - 8799	662,217	1,793,410	2,455,627	662,217	1,793,410	2,455,627	662,217	1,793,410	2,455,627
Interfund Transfers In	8910 - 8929	133,447	0	133,447	133,447	0	133,447	133,447	0	133,447
Other Sources	8930 - 8979	-	-	0	-	-	0	-	-	0
Contributions	8980 - 8999	(4,510,596)	4,510,596	0	(4,510,596)	4,510,596	0	(4,675,770)	4,675,770	0
TOTAL REVENUES		28,568,944	10,960,726	39,529,670	28,645,318	10,960,726	39,606,044	29,379,866	11,125,900	40,505,766
EXPENDITURES										
Certificated Salaries	1000 - 1999	13,821,240	2,941,628	16,762,868	13,426,735	2,912,105	16,338,840	13,781,088	2,946,996	16,728,083
Classified Salaries	2000 - 2999	5,116,043	2,035,007	7,151,050	5,018,579	2,014,583	7,033,162	5,149,745	2,038,720	7,188,465
Employee Benefits	3000 - 3999	5,955,453	2,695,594	8,651,047	6,270,197	2,784,540	9,054,738	6,846,085	2,922,313	9,768,397
		24,892,736	7,672,229	32,564,965	24,715,511	7,711,229	32,426,740	25,776,917	7,908,029	33,684,946
Books and Supplies	4000 - 4999	2,076,259	864,203	2,940,462	3,625,253	871,887	4,497,140	2,080,982	879,572	2,960,554
Services, Other Operating Expense	5000 - 5999	2,662,854	1,947,382	4,610,236	2,687,214	1,964,688	4,651,912	2,758,688	1,982,013	4,740,702
Capital Outlay	6000 - 6599	160,808	-	160,808	30,808	-	30,808	30,808	-	30,808
Other Outgo	7100 - 7299,74*	-	141,422	141,422	0	141,422	141,422	-	141,422	141,422
Direct Support / Indirect Costs	7300 - 7399	(482,401)	338,889	(143,512)	(482,401)	338,889	(143,512)	(482,401)	338,889	(143,512)
		29,310,256	10,964,125	40,274,381	30,576,385	11,028,125	41,604,510	30,164,995	11,249,925	41,414,920
Interfund Transfers Out	7610-7614,7616-7619	379,607	-	379,607	229,607	-	229,607	229,607	-	229,607
Interfund Transfer to Del Maint	7615	-	-	-	-	-	-	-	-	-
Other Uses	7630 - 7699	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES		29,689,863	10,964,125	40,653,988	30,805,992	11,028,125	41,834,117	30,394,602	11,249,925	41,644,527
NET INCREASE/DECREASE IN FUND BALANCE		(1,120,919)	(3,399)	(1,124,318)	(2,160,674)	(67,399)	(2,228,073)	(1,014,736)	(124,025)	(1,138,761)
BEGINNING BALANCE		7,104,771	194,823	7,299,594	5,983,852	191,424	6,175,276	3,823,178	124,025	3,947,203
ENDING BALANCE		5,983,852	191,424	6,175,276	3,823,178	124,025	3,947,203	2,808,442	0	2,808,442

Components of Ending Fund Balance

Reserved Rev Cash/Prepays/Stores			0	15,000		15,000	15,000		15,000
Economic Uncertainty		1,250,000		1,250,000	1,250,000		1,250,000	1,250,000	1,250,000
Board Designated		4,480,000		4,480,000	2,304,326		2,304,326	1,289,590	1,289,590
Restricted		-	191,424	191,424	-	124,025	124,025	-	-
Undesignated		253,852		253,852	253,852		253,852	253,852	253,852
Total		5,983,852	191,424	6,175,276	3,823,178	124,025	3,947,203	2,808,442	-
% EUR to Expenditure		46		3.70%			3.59%		3.61%

OTHER FUNDS OF THE DISTRICT

The district's financial operations are carried out through the use of twelve separate funds. The General Fund has been discussed in detail and the documentation presented shows that this fund is in sound financial health. Each of the other funds will be discussed separately in the following short narrative. The board has created these other funds for specific purposes.

Charter School Fund – This fund, described following is used to account for the activities of the Redding Collegiate Academy (RCA) and PACE Academy via two sub funds.

Preschool Fund – This is a fund required for districts participating in the state preschool program. The district operates state preschools at four school sites.

Cafeteria Fund – This fund is used for the various income and expenditure items related to both our food service program and our vended food services programs.

Special Reserve for Other than Capital Outlay – This fund was established to accumulate resources designated for general operating purposes. No funds are estimated to be used during the current year.

Special Reserve for Capital Outlay – This fund was established to accumulate funds for capital outlay projects.

Pupil Transportation Equipment Fund – This fund was established to accumulate funds for bus replacements. The District's standard interfund transfer of \$25,000 is budgeted for the current year. The Districts purchased one bus in the current year due to obsolescence caused by air quality standards. Purchase of a second bus is still being investigated and will require additional general fund support.

Special Reserve Fund for Postemployment Benefits – This fund was established to accumulate funds for the costs of postemployment benefits that will have to be recognized per GASB 45. The District will continue to fund the required contribution (ARC) as reported in our actuary study.

Building Fund – This is the fund which received the proceeds from our GO Bonds and from which expenditures are made for the major building projects in the district. To date, the \$20 million of bond sales have been deposited here. The funds are expected to be spent on facilities projects called out in the bond ballot language.

County Schools Facilities Fund – This fund is to be used for state construction and modernization money. Future projects will be funded from this fund in conjunction with funds from the Bond fund. This fund will be used to augment funding for the current Measure A GO bond program.

Capital Facilities Fund – This fund is required to account for all developer fees collected by the district. This fund will be used to augment funding for the current Measure A GO bond program and for other qualifying projects.

Deferred Maintenance Fund – This is a required fund for districts participating in the State Deferred Maintenance Match Program. State revenues are placed here as well as the district match dollars through an interfund transfer. The state is not currently funding the Deferred Maintenance Fund. These funds are used for our 5 year pavement rehab program as well as other major "system" type replacements such as sewer, water, communications, etc. The money cannot be used for normal maintenance and replacement items.

PACE ACADEMY – First Interim Budget

The significant assumptions and budget, adjusted at First Interim, are summarized following. This budget report is a summary of the State SACS software reports.

Notable changes and circumstances in this budget include:

- Adjusting revenue projections based on revised ADA estimates (increase of 35)
- Adjusting the budget to reflect recently negotiated wage and salary increases
- Increase in operating costs relative to the increase in enrollment
- Separation of revenues and expenses related to PACE and RCA “charterization”

The First Interim Budget has been developed based on a series of assumptions regarding Charter conditions as well as federal and state funding. These assumptions are naturally subject to change. Since it is impossible to accurately predict all of the assumptions required at budget development, the Charter formally updates its budget and related assumptions at least twice a year.

Significant Budget Assumptions

Revenue

LCFF Components:

Budget ADA revised per enrollment		75
Unduplicated Pupil Count (2017/18 CBEDS)	87.95%/69.87% (S/C)	
LCFF target gap funding % for budget year		43.19%
State defined inflation adjustment (COLA)		1.56%
One-time discretionary revenues (Mandate offset) (not budgeted)	\$147/ADA	
Lottery (restricted and unrestricted)		\$194/ADA
Transfer from EESD	Contribution to balance	

Expenses

EESD Certificated salary schedule effective 2017/18	
EESD Classified salary schedule effective 2017/18 (pending Board approval)	
EESD Administrator and Confidential/Classified Management salary schedule effective 2017/18	
Benefits continued through the CVT per EESD employee agreements at the contracted caps	
Workers Comp rates consistent with EESD	
FTE – certificated	6.0
FTE – classified	5.4

PACE ACADEMY

SPECIAL REVENUE FUND FOR CHARTER SCHOOLS (08)

FIRST INTERIM BUDGET 2017/2018

ANTICIPATED REVENUES FOR 2017-2018

INCOME BY SOURCE:

• LCFF Sources	\$ 688,386
• Federal Income	394
• State Income	26,059
• Local Income	20,000
• Transfers in	204,607
TOTAL PROJECTED INCOME:	<u>939,446</u>

ANTICIPATED EXPENDITURES FOR 2017-2018

EXPENDITURE BY OBJECT:

• 1000 Certificated Salaries	401,563
• 2000 Classified Salaries	157,332
• 3000 Employee Benefits	176,576
• 4000 Books and Supplies	43,375
• 5000 Services & Other Operating Exp's	160,600
• 6000 Sites, Building, & Equipment	
• 7000 Other Outgo & Uses	
• 7600 Transfers Out	
TOTAL PROJECTED EXPENDITURES	<u>939,446</u>

OPERATING DIFFERENCE	-
ESTIMATED BEGINNING BALANCE	-
ESTIMATED ENDING BALANCE	<u>\$ -</u>

REDDING COLLEGIATE ACADEMY – First Interim Budget

The significant assumptions and budget, adjusted at First Interim, are summarized following. This budget report is a summary of the State SACS software reports.

Notable changes and circumstances in this budget include:

- Adjusting revenue projections based on revised ADA estimates (increase of 3)
- Adjusting the budget to reflect recently negotiated wage and salary increases
- Separation of revenues and expenses related to PACE and RCA “charterization”

The First Interim Budget has been developed based on a series of assumptions regarding Charter conditions as well as federal and state funding. These assumptions are naturally subject to change. Since it is impossible to accurately predict all of the assumptions required at budget development, the Charter formally updates its budget and related assumptions at least twice a year.

Significant Assumptions for Budget Development

Revenue

Budget ADA revised per enrollment		103
Unduplicated Pupil Count (2017/18 CBEDS)	64.71%/64.71% (S/C)	
LCFF target gap funding % for budget year		43.19%
State defined inflation adjustment (COLA)		1.56%
One-time discretionary revenues (Mandate offset) (not budgeted)		\$147/ADA
Lottery (restricted and unrestricted)		\$194/ADA
Transfer from EESD		Contribution to balance

Expenses

EESD Certificated salary schedule effective 2017/18		
EESD Classified salary schedule effective 2017/18 (pending Board approval)		
EESD Administrator and Confidential/Classified Management salary schedule effective 2017/18		
Benefits continued through the CVT per EESD employee agreements at the contracted caps		
Workers Comp rates consistent with EESD		
FTE – certificated		5.3
FTE – classified		1.5

REDDING COLLEGIATE ACADEMY
SPECIAL REVENUE FUND FOR CHARTER SCHOOLS (09)
FIRST INTERIM BUDGET 2017/2018

ANTICIPATED REVENUES FOR 2017-2018

INCOME BY SOURCE:

• LCFF Sources	\$	919,602
• Federal Income		355
• State Income		35,788
• Local Income		
• Transfers in		
TOTAL PROJECTED INCOME:		955,745

ANTICIPATED EXPENDITURES FOR 2017-2018

EXPENDITURE BY OBJECT:

• 1000 Certificated Salaries		363,187
• 2000 Classified Salaries		45,951
• 3000 Employee Benefits		137,464
• 4000 Books and Supplies		187,342
• 5000 Services & Other Operating Exp's		199,035
• 6000 Sites, Building, & Equipment		
• 7000 Other Outgo & Uses		
• 7600 Transfers Out		
TOTAL PROJECTED EXPENDITURES		932,979

OPERATING DIFFERENCE	22,766
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ESTIMATED BEGINNING BALANCE	-
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ESTIMATED ENDING BALANCE	\$ 22,766
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DISTRICT CERTIFICATION

This completes our summarization of the First Interim Report. The information presented here represents literally hundreds of smaller budget revisions that are summarized within this report and the complete First Interim Report which will be submitted to the Shasta County Office of Education after Board approval. The complete report is also available in the District Office for review.

Please note, this report reflects changes to budget estimates and projections based on information available to the District. The Changes to Revenue Projections, Changes to Expense Projections, Cash Flow Projection, and Multi-Year Projection are estimates and should not be construed as final figures for the year.

These financial reports have been reviewed in accordance with the State Board of Education adopted Criteria and Standards for interim reports for the 2017/18 fiscal year. The attached *First Interim, DISTRICT CERTIFICATION OF INTERIM REPORT* reflects a Positive Certification in compliance with these standards.

Please place this on the December 6, 2017 Board Agenda as a Business Action Item. The Board will be asked to certify, per the attached *First Interim, DISTRICT CERTIFICATION OF INTERIM REPORT*, that the Enterprise Elementary School District will be able to meet its financial obligations for the remainder of this fiscal year and based on current projections, to meet its multi-year financial commitments.

Thank you very much.

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: December 06, 2017 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: Phil Brown Telephone: 530 224-4100
Title: Chief Business Official E-mail: pbrown@eesd.net

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CS). 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 budget adoption.	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 budget adoption.	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 budget adoption.	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 budget adoption.		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 budget adoption.		X
7	Ongoing and Major Maintenance Account	If applicable, changes occurring since budget adoption 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 budget adoption 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 budget adoption 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 budget adoption 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 (2016-17) 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 budget adoption in OPEB liabilities?	X	
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 budget adoption in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of first interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)	X	
		• Classified? (Section S8B, Line 1b)	X	
S8	Labor Agreement Budget Revisions	For negotiations settled since budget adoption, 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)	X	
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	

11.3.3 ADOPT RESOLUTION 1740 DECLARING WITHDRAWAL OF MEMBERSHIP IN THE SCHOOLS EXCESS LIABILITY FUND JPA

Resolution #1740 indicates the District's intention to withdraw membership in the Schools Excess Liability Fund (SELF) JPA.

Proposed Action: Approval

MOTION MADE BY: _____

SECONDED BY: _____




ENTERPRISE ELEMENTARY SCHOOL DISTRICT

INTEROFFICE MEMO

DATE: NOVEMBER 28, 2017

TO: BRIAN WINSTEAD, SUPERINTENDENT

FROM: PHILIP BROWN, CHIEF BUSINESS OFFICIAL 

RE: DECLARING WITHDRAWAL OF MEMBERSHIP IN THE SELF JPA

We participate in property and liability risk pooling through Northern California Schools Insurance Group (NCSIG). Via NCSIG we participate in higher coverage through Schools Excess Liability Fund (SELF), which currently provides Excess Liability coverage from \$5,000,000 to \$55,000,000 for the NCSIG members.

The NCSIG staff has raised concerns regarding SELF's Excess Liability Total Net Position deteriorating over the past four years from \$34,000,000 to \$3,000,000 as of June 30, 2017. As a precautionary measure, we are being advised to declare our intention to withdraw membership by the December 31st date required by SELF bylaws.

NCSIG administration will investigate and consider an alternative Excess Liability program for NCSIG members for July 1, 2018 to June 30, 2019 claim period. If an alternative Excess Liability program has not been identified prior to the 2018/219 renewal, SELF CEO Eric Lucas has suggested the opportunity of rescinding a withdrawal notice with no coverage gap if completed prior to the July 1, 2018 renewal.

Please place this item on the December 6, 2017 Board Agenda as Business Action Item with a recommendation to approve the attached resolution.

November 20, 2017

Re: **URGENT MESSAGE TO ALL MEMBERS OF NCSIG**
REQUEST FOR BOARD RESOLUTION BEFORE 12/31/2017
Withdrawal of Membership in Schools Excess Liability Fund (SELF)

Dear NCSIG / SELF Member,

NCSIG administration has been actively monitoring the financial condition of the Schools Excess Liability Fund (SELF), which currently provides Excess Liability coverage from \$5,000,000 to \$55,000,000 for Northern California Schools Insurance Group (NCSIG) members, noting each member is technically an independent member of SELF.

The SELF Excess Liability Total Net Position has diminished during the past four years:

ROUNDED FIGURES:

06-30-17	\$3,000,000
06-30-16	\$7,500,000
06-30-15	\$23,500,000
06-30-14	\$34,000,000

In addition, a review of the SELF Excess Liability Program Claims Development information indicates significantly negative claim periods for 2007, 2011, 2014 and 2015.

Further, SELF renewal rates for NCSIG members increased 12% from 2016-17 to 2017-18 and 30% from 2015-16 to 2016-17, with future rate increases anticipated as SELF will be attempting to amend its current fiscal path.

Finally, the recently available SELF 06-30-17 financial report stated a 59% confidence level, markedly lower than its historical average.

NCSIG administration is requesting that each NCSIG member have its Board of Trustees vote to declare its withdrawal of membership in SELF and provide a completed resolution to SELF by December 31, 2017.

A sample resolution has been attached for the NCSIG member's completion.



The completed resolution should be mailed CERTIFIED for delivery prior to 12/31/17:

Eric J. Lucas, JD, CPCU, ARM
Chief Executive Officer
Schools Excess Liability Fund
1531 "I" Street, Suite 300
Sacramento, CA 95814

Kindly also send a copy of the completed resolution to NCSIG via email to dgulden@iwins.com and jmoll@iwins.com.

NCSIG administration will seek an alternative Excess Liability program for NCSIG members for the July 1, 2018 to June 30, 2019 claim period.

If an alternative Excess Liability program has not been identified prior to the 2018-19 renewal, SELF CEO Eric Lucas has mentioned the possibility of potentially rescinding a withdrawal notice via petition for NCSIG members if expedited in a timely manner so as there would be no coverage gap if completed prior to the July 1, 2018 renewal.

Sincerely,



Erik J. Knak, ARM, MBA
NCSIG JPA Manager

Enclosure – Sample Resolution

**ENTERPRISE SCHOOL DISTRICT
1155 Mistletoe Lane
Redding, California 96002**

Resolution # 1740

Resolution Declaring Withdrawal of Membership in the Schools Excess Liability Fund JPA

WHEREAS, California public educational agencies have determined there is an need for stable excess liability coverage to protect their agency against unforeseen liability claims; and

The Enterprise Elementary School District presently has \$5,000,000 in liability limits through its membership with the Northern California Regional Liability Excess Fund Joint Powers Authority and Schools Association for Excess Risk; and

The Enterprise Elementary School District desires to seek quotations for additional limits of liability; and

In order for the Enterprise Elementary School District to be able to make an informed decision on this matter, it must give notice of withdrawal to the Schools Excess Liability Fund Joint Powers Authority by December 31, 2017.

NOW, THEREFORE IT BE RESOLVED that the Board of Trustees of Enterprise Elementary School District notifies the Schools Excess Liability Fund Joint Powers Authority of its intent to withdraw from that Joint Powers Authority effective July 1, 2018, subject to a final vote by the Northern California Schools Insurance Group Board of Directors.

PASSED APPROVED, AND ADOPTED by the Enterprise Board of Education, County of Shasta, California, this sixth day of December 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

Troy Wright, Clerk
Enterprise Board of Education

I hereby certify the foregoing to be a full, true, and correct copy of a resolution duly adopted by the Enterprise Board of Education at a regular meeting held on December 6, 2017.

Brian N. Winstead
Secretary to the Board of Education

11.3.4 ADOPT RESOLUTION 1741, PROPOSITION 39 ENERGY SAVINGS PLAN

The accompanying memo provides additional information about Resolution 1741, Proposition 39 Energy Savings Plan. It is recommended the Board approve the agreement for energy conservation services.

A public hearing will be held to receive comments.

Proposed Action: Approval

MOTION MADE BY: _____

SECONDED BY: _____




ENTERPRISE ELEMENTARY SCHOOL DISTRICT

INTEROFFICE MEMO

DATE: NOVEMBER 29, 2017

TO: BRIAN WINSTEAD, SUPERINTENDENT

FROM: PHILIP BROWN, CHIEF BUSINESS OFFICIAL 

RE: PROPOSITION 39 ENERGY SAVINGS PLAN - ENERGY CONSERVATION SERVICES AGREEMENT

As you will remember, the voters passed Proposition 39 in 2012 to create jobs in the state while also providing energy saving benefits to schools. The program began in 2013-14 and runs for 5 fiscal years, ending in fiscal year 2017-18. Local educational agencies are allocated state budget resources, eligible for implementation after local development and approval of the energy expenditure plan by the California Energy Commission (CEC). After CEC approval, the CDE is tasked with distribution of funds. At last visit to the CEC allocation, reflecting the most recent state budget allocations, Enterprise Elementary is eligible for \$895,682 of Prop 39 funds.

In June of this year EESD participated in a competitive RFQ process to select a design-build firm to provide a comprehensive energy, gas & water infrastructure implementation plan based on the CEC's Proposition 39 program. Through this process, Climatec was selected as the design build contractor. Since this time we have worked with Climatec to study our energy usage, survey our facilities, inventory and categorize our lighting, HVAC, boiler, and other energy systems and energy consuming infrastructure. Climatec's responsibilities under the contract include the initial study, project planning and delivery (plans, regulatory approvals, construction), as well as the required energy calculations for the CEC, submission of our plan to the CEC, and subsequent required reporting to the CEC of actual energy savings.

Working with Climatec, Ron Cushman has done a great job of focusing expenditure of the Prop 39 funds. The proposed program provides the greatest impact to reduce energy costs while focusing the energy improvements first and foremost to improve student learning facilities and spaces. In summary, our Energy Savings Plan is contracted to spend our full CEC allocation, with expenditures totaling \$899,468, and will include:

- Standardize/upgrade/replace all classroom lighting at all 8 school sites to LED technology
- Standardize/upgrade/replace all exterior lighting at all 8 school sites to LED technology
- Upgrade and/or provide new LED lighting in multipurpose rooms and gyms at each school site.
- Standardize/upgrade/replace all non-classroom lighting at Boulder Creek School

I would like to recognize and give a big "Thanks" to Ron for his hard work, diligence, expertise and leadership in working with Climatec and staff to bring this proposed plan for your approval.

In order to move forward with the proposed Proposition 39 Energy Savings plan, we must:

1. Review the proposed Proposition 39 Energy Savings Plan (summary by Climatec of Financial Highlights is attached)
2. Hold a public hearing for the purpose of taking public comment on a proposed energy conservation service contract with Climatec, LLC for the implementation of energy conservation services in accordance with California Government Code Sections 4217.10 through 4217.18, the cost of which to the District is anticipated to be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the energy conservation service contract.
3. Approve the attached Resolution #1741 RESOLUTION OF THE BOARD... APPROVING THE AGREEMENT FOR ENERGY CONSERVATION SERVICES AGREEMENT...
4. Consider the contract attached and approved via the Resolution #1741.

Please place this on the December 6, 2017 Board Agenda as a Business Action Item, with a request to hold a public hearing and a recommendation to approve the attached resolution.

ENTERPRISE SD FINANCIAL HIGHLIGHTS PRELIMINARY ANALYSIS



SCOPE OF WORK SUMMARY

- * Standardize LED Exterior Lighting at 8 School Sites and District Office
- * Standardize LED Classroom Lighting at 8 School Sites
- * New LED Gym/MPR Lighting at 8 School Sites
- * Non-Classroom LED Lighting at Boulder Creek ES

FINANCIAL SUMMARY

Total Infrastructure Improvements \$ 899,468

Lifecycle Savings..... \$ 2,194,637

Funding Sources:

Prop 39..... \$ 899,468

**ENTERPRISE SCHOOL DISTRICT
1155 Mistletoe Lane
Redding, California 96002**

Resolution # 1741

RESOLUTION OF THE BOARD OF EDUCATION OF THE ENTERPRISE SCHOOL DISTRICT APPROVING THE AGREEMENT FOR ENERGY CONSERVATION SERVICES AGREEMENT PURSUANT TO GOVERNMENT CODE SECTION 4217.10-18, MAKING CERTAIN FINDINGS REQUIRED THEREFORE, AND AUTHORIZING RELATED ACTIONS

WHEREAS, the Enterprise School District ("District") finds it to be in the best interests of the District to implement projects to promote energy efficiency to achieve utility budget cost reductions;

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the District's Governing Board to enter into one or more energy service contracts with any person or entity, pursuant to which that person or entity will provide electrical or thermal energy or conservation services to the District, which may comprise or include an energy conservation facility, if the anticipated cost to the District for thermal or electrical energy or conservation services provided under the contract(s) is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those energy service contracts ("Savings");

WHEREAS, Government Code sections 4217.10 through 4217.18 require that a public hearing be held, and public comment be taken, at a regularly scheduled meeting of the District's Governing Board, at which meeting the District's Governing Board may consider and adopt the findings described herein and award energy services contracts and facility financing contracts based thereon, and that notice thereof must be given at least two weeks prior to the meeting;

WHEREAS, the District gave notice of its intent to conduct a public hearing and take public comment upon the subject matter of this Resolution two weeks prior to the regularly scheduled public meeting of the District's Governing Board at which the Governing Board has held a public hearing and taken public comment and has now considered this Resolution, all as required under Government Code sections 4217.10 through 4217.18;

WHEREAS, the Board and District staff reviewed the qualifications presented by Climatec LLC to conduct and provide assessment of school district energy usage, energy needs and opportunities to reduce energy expenses, and found Climatec LLC's qualifications to appear bona fide and adequate;

WHEREAS, Climatec LLC assessed the feasibility of various potential energy conservation measures to reduce the District's energy consumption and expense and recommended specific energy conservation measures based thereon ("Analysis," Exhibit A), upon which the Board and District administration and staff have relied;

WHEREAS, the Analysis demonstrates that the cost of the Contract to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract ("Savings");

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE ENTERPRISE SCHOOL DISTRICT DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct.

Section 2. Energy Conservation Services Contract Findings. The District's Governing Board finds that the cost of the Contract to the District for the thermal or electrical energy or conservation services provided thereunder is less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of the Contract and that it is in the best interest of the District to approve and enter into the Contract.

Section 3. Energy Conservation Services Contract Approval. The form of the Contract by and between the District and Climatec LLC, presented herewith is hereby approved, subject to final approval by the Superintendent and District Counsel. The Superintendent is hereby authorized and directed, for and in the name of and on behalf of the District, to execute and deliver to Climatec LLC the Contract and related documents as necessary to carry out the Contract, subject to such minor changes thereto as the Superintendent may require and approve, with the approval of District counsel.

Section 4. Effective Date. This Resolution shall take effect upon adoption.

PASSED APPROVED, AND ADOPTED by the Enterprise Board of Education, County of Shasta, California, this sixth day of December 2017.

AYES:

NOES:

ABSENT:

ABSTAIN:

The President of the Enterprise School District Governing Board does hereby certify that the foregoing is a full, true, and correct copy of the Resolution passed and adopted by the Board at a regularly scheduled and conducted meeting held on this date, which Resolution shall be kept on file in the office of the Board.

Gloria Valles, President
Enterprise Board of Education

The Clerk of the Enterprise School District Governing Board does hereby certify that the foregoing Resolution was introduced and adopted by the Board of Education at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

Brian N. Winstead
Secretary to the Board of Education

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Enterprise Elementary School District on this date.

Troy Wright, Clerk
Enterprise Board of Education

ENERGY SERVICES AGREEMENT

This Energy Services Agreement for Engineering, System Design, Fabrication and Installation, dated December 6, 2017, of the scope of work (delineated in Attachment B) (“Agreement”) is by and between the Enterprise Elementary School District, a school district organized and existing under the laws of the State of California (“Owner” or “District”) with its primary place of business at 1155 Mistletoe Lane, Redding, CA 96001, and Climatec, LLC a contractor licensed by the State of California (“Contractor”) with its primary place of business at 2150 Towne Centre Place, Suite 200, Anaheim, CA 92805.

RECITALS:

WHEREAS, Government Code sections 4217.10, *et seq.*, authorize the Owner, as a public agency, to enter into an energy services agreement wherein the Contractor provides conservation services to the Owner from an energy conservation facility on terms that its governing body determines are in the best interest of the Owner;

WHEREAS, pursuant to Government Code section 4217.11(d), “conservation services” include electrical, thermal, or other energy savings as well as operational savings resulting from conservation measures;

WHEREAS, through this Agreement, the Owner intends to contract for the engineering, system design, fabrication and installation of the scope of work in Attachment B that will result in energy and operational savings to the Owner (the “Project”) at the sites as set forth in Section H of the Cover Page of this Agreement (the “Project Sites” or “Sites”, and each individually a “Site”), consistent with the terms of Government Code section 4217.10, *et seq.*;

WHEREAS, the Owner’s Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks advanced notice of such hearing, made all findings required by Government Code section 4217.12 for the Owner to enter into this Agreement; and

WHEREAS, the Contractor shall engineer, design, and construct the Project pursuant to certain General Terms and Conditions (“General Conditions”) (Attachment A) and other Contract Documents (as that term is defined in the General Conditions and including but not limited to this Agreement) entered into by the parties concurrently herewith, which Contract Documents are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Owner and Contractor agree as follows:

- Scope of Work; Subcontractors.** The Contractor agrees to furnish all engineering, system designs, labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work 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 as defined by the Contract Documents, all in strict compliance with the objectives, descriptions and specifications of Owner, and the Contract Documents relating thereto. The scope of Contractor’s Work and the Project is more fully and specifically defined in Attachment B, hereto. Contractor is not responsible for any equipment, systems, controls, balancing, duct cleaning, or existing deficient conditions not specifically included in this Agreement. Owner assures Contractor that all underground conduits between buildings are clear of obstruction, of sufficient size to accommodate new wire and cable, and easily accessible. The Purchaser is responsible for Ethernet drops at each location for Energy Management System communication.

This agreement is based upon the use of straight time labor only unless stated otherwise in this agreement. Owner agrees to provide Contractor with required field utilities (electricity, toilets, drinking water, etc.) without charge. In addition to Contractor assuring that all engineering work is done by properly licensed individuals, in accordance with Section 3300 of the Public Contract Code, Contractor has a Class B license that Contractor shall maintain in good standing for the duration of Contractor's work on the Project (the "Required License").

2. **Time to Complete and Liquidated Damages.** Time is of the essence in this contract, and, subject to the terms of the Contract Documents, the date for completion of the Project shall be _____, 2018. Failure to complete the Work by such date 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 Owner would suffer if the Work were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and it is impracticable and extremely difficult to fix the actual damages. Damages that the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project and each individual Site, and the energy savings afforded by the Project and each individual Site, disruption of activities, costs of administration, supervision and the loss suffered by the public. Accordingly, the parties agree that the following dollar figure shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Work within the time specified: \$500 for each calendar day by which completion of the Project is delayed beyond the time specified above (the "LD Rate").

If the Contractor becomes liable under this Section, the Owner, 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 Section, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

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

3. **Contract Sum.** The total cost for the Project is eight hundred ninety nine thousand four hundred sixty eight and 00/100 dollars (\$899,468.00) ("Contract Sum"). Payments made by the District to Contractor pursuant to the General Conditions shall be credited towards the Contract Sum. District will adjust the Contract Sum to account for any agreed-upon changes in the scope of the Project.

Contractor and Owner intend and expect that Contractor will not submit any change order requests during the construction of the Project based upon alleged errors or omissions in the plans, specifications, drawings, or designs for the Project – including those prepared and provided by District and/or District's consultants. Rather, the parties intend and expect that change order requests will only be submitted for Owner-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 this Agreement and the Contract Documents of the Project. Both recognize that any changes to scope may necessitate recalculation of savings and could entail resubmission of the Prop 39 application to the CEC and adjustment to the Contract Sum.

Notwithstanding any other provision of this Agreement or the Contract Documents, in the event a change order is caused by, or necessitated as a result of wrongful acts or omissions on the part Contractor, or as a result of any errors or omissions in the plans, specifications, drawings, or designs for the Project, or the District otherwise incurs costs or damages as a result of wrongful acts or omissions on the part of Contractor, the Contractor shall be responsible for the cost of the following:

a. The costs of all engineering, design, labor, and materials necessary to fully correct the wrongful acts or omissions on the part Contractor, or the error or omission in the plans, specifications, drawings, or designs for the Project;

b. Any other costs or damages which the District incurs as a result of wrongful acts or omissions on the part Contractor, or of Contractor errors or omissions in the plans, specifications, drawings, or designs for the Project, including but not limited to any delay damages the District incurs; and

c. The costs of any third-party engineer, contractor or consulting that the District, in the District's sole discretion, must retain or consult with to ensure the proper rectification of wrongful acts or omissions on the part Contractor, or of Contractor errors or omissions in the plans, specifications, drawings, or designs for the Project.

The District may back charge, and withhold payment from, the Contractor for these costs and damages, and may seek reimbursement for any amount which exceeds any retention of the contract amount at the time of collection. When District so back charges and withholds, upon Contractor's request District and Contractor shall meet and confer in good faith in an effort to reach agreement on (a) whether a wrongful act or omission occurred or whether there was an error or omission in the plans, specifications, drawings, or designs for the Project, (b) whether it caused the change order expense, (c) what damages have been incurred by District, and (d) what portion of the damages are attributable to Contractor as described above. If District and Contractor do not reach agreement on all four of these items when meeting and conferring, then either District or Contractor can initiate a court action to resolve the dispute.

4. Other Payment Terms. Except as otherwise provided in the General Conditions and this agreement, the Contractor shall assume the risk of all costs in excess of the Contract Sum in the performance of such work and shall not be entitled to additional payments because of such excess costs. Should the Contractor believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the procedures in the General Conditions for change orders and claims.

Contractor shall finance the cost of construction of the Project, which costs shall not exceed the Contract Sum, except as otherwise provided in the Contract Documents. The Owner shall pay Contractor progress payments pursuant to the following terms and conditions.

a. For services satisfactorily performed and after receipt of properly documented and submitted applications for payment, the Owner shall pay Contractor progress payments ("Progress Payments" and each individually a "Progress Payment") in accordance with the terms of the Contract Documents at the office of Contractor or to such other person or at such other place as Contractor may from time to time designate in writing. The total Progress Payments made shall not exceed the amount of the Contract Sum. Each month, Contractor shall provide Owner with an itemized summary reflecting the percentage of work performed and signed off on by the Owner's Inspector of Record or other designated employee. The Progress Payments shall be commensurate with the amount of work performed, invoiced, and signed off on by the DSA Inspector to date if applicable, all in accordance with the procedures set forth in the General Conditions. Additional terms regarding Progress Payments are set forth in the General Conditions.

b. In accordance with the General Conditions, the Owner shall retain an amount equal to 5% of each Progress Payment. Release of the retention and the final Progress Payment shall be made in the manner described in the General Conditions.

c. The obligation of the Owner to pay Progress Payments hereunder shall constitute a current expense of the Owner and shall not in any way be construed to be a debt of the Owner in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the Owner, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or moneys of the Owner.

Retention or release of the Progress Payments shall be in accordance with the General Conditions.

5. **Changes.** Changes in this Agreement or in the Scope of Work to be done under this Agreement shall be made only as provided in the General Conditions.

6. **Term and Termination.** The term of the Contract Documents begins on the date that is indicated on the cover of this Agreement and automatically ends when construction of the Project is complete, the Owner has accepted the work, and final payment to Contractor is made, or the Contract Documents are otherwise terminated, all in accordance with the General Conditions. All of the covenants, representations and warranties set forth in the Contract Documents, including indemnification obligations, that are intended to bind the parties after the completion of the Project or termination of the Contract Documents will survive such completion or termination for the periods provided for in the Contract Documents or otherwise allowed by law. The Owner or Contractor may terminate the Contract Documents only as provided in the General Conditions and the Contract Documents.

7. **Prevailing Wages.** 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 Industrial Relations 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 this 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 Owner'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 the Director of the Department of Industrial Relations 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 this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner 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 this 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 Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

Any public works project awarded on or after January 1, 2015, shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations 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. Pursuant to Labor Code section 1771.1, for any proposal submitted on or after March 1, 2015, or any contract for public work entered into on or after April 1, 2015, a contractor or subcontractor shall not be qualified to bid on, be listed in a proposal (subject to the requirements of Section 4104 of the Public Contract Code), or engage in the performance of any contract for public work, as defined by Division 2, Part 7, Chapter 1 (§§ 1720 et seq.) of the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Contractor shall post all required job site notices pursuant to the Labor Code and related regulations.

For any project where the initial contract is awarded on or after April 1, 2015, or the project was subject to a requirement to furnish records to the CMU pursuant to Title 8 Cal. Code of Regulations §16461 prior to June 20, 2014, and for all projects on or after January 1, 2016, whether new or ongoing, the prime contractor shall submit records, including those specified in Labor Code section 1776, to the Labor Commissioner as required by Sections 1771.4(a)(3), 1771.4(c)(2), and 1776 of the Labor Code. Owner may withhold \$100 for each calendar day after ten days from Contractor's receipt of a request to produce payroll records (as described in Labor Code §1776(a)) that Contractor fails to produce such records.

8. 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 this Agreement is limited and restricted to 8 hours during any one calendar day and 40 hours during any one calendar week, provided, that work may be performed by such employee in excess of said 8 hours per day or 40 hours per week provided that compensation for all hours worked in excess of 8 hours per day, and 40 hours per week, is paid at a rate not less than 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 Contractor and every Subcontractor shall keep the records open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit \$25.00 for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day, and 40 hours in any one calendar week, except as herein provided.

9. 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 1 hour of apprentice's work for each 5 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.

10. Indemnification, Insurance and Bonds.

a. Indemnification. Contractor shall make reasonable professional efforts so that the finished project complies with all standards imposed by the Americans with Disabilities Act, section 504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Contractor has violated any of the above-referenced laws, or District, because of Wrongful Acts or Omissions, has violated any of the above-referenced laws, Contractor shall remedy the violation at its own cost. Contractor shall indemnify, defend and hold the District harmless pursuant to this Section of this Agreement against claims brought by a party other than the District due to any breach of these provisions due to Contractor's negligence, recklessness or willful misconduct. In the event that the Contractor is or becomes aware of possible non-compliance with the foregoing standards, Contractor shall have a duty immediately to notify the District in writing of the possible non-compliance.

Contractor represents and warrants that Contractor has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Contractor or its consultants prepares or causes to be prepared pursuant to this Agreement. Contractor shall indemnify, defend and hold the District harmless against claims brought by a party other the District pursuant to this Section for any breach of this representation due to Contractor's negligence, recklessness or willful misconduct.

The Contractor shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees against claims arising out of, pertaining to, or relating to negligence, recklessness or willful misconduct of the Contractor, the Contractor's officers, employees, or consultants in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with any work, services, or functions to be performed under this Agreement, except to the extent such claims are due to the negligence or willful misconduct of the District or its officers, agents or employees. For purposes of this Section only, "claims" means any and all claims, demands, actions and suits brought by a party other than the District for any and all losses, liabilities, costs, expenses, damages and obligations, and the defense obligation shall include but not be limited to payment of the District's attorneys' fees, experts' fees, and litigation costs incurred in defense of a claim. This indemnification shall be in addition to the other indemnification provisions contained in the Contract Documents.

b. Public Liability and Property Damage Insurance. Prior to the commencement of services under this Agreement, the Contractor shall furnish to the District a certificate of insurance, Additional Insured Endorsement and Declarations Page for the period covered by this Agreement, for public liability and property damage with an insurance carrier satisfactory to the District, under forms satisfactory to the District, to protect the Contractor and District against loss from liability imposed for damages (1) on account of bodily or personal injuries, including death, disease and sickness, accidentally suffered or alleged to have been suffered by any person or persons that may be caused directly or indirectly by the performance of this Agreement, and (2) on account of injury to or destruction of property, including the resultant loss of use of the Project or other District facilities or equipment, resulting from acts of commission or omission by the Contractor, or otherwise resulting from the Contractor's operations in the performance of this Agreement. The District shall be named as an additional insured on all such policies.

The following insurance shall be maintained by the Contractor in full force and effect during the entire period of performance of this Agreement, including any extensions, and shall be written on an "occurrence" basis: Commercial general liability insurance, excluding coverage for motor vehicles, shall be in amounts not less than Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) personal and advertising injury aggregate, with a per occurrence limit of Two Million Dollars (\$2,000,000). Contractor will maintain a \$5 Million Dollar umbrella policy should general liability limits be exceeded; Automobile liability insurance covering motor vehicles shall be in an amount not less than One Million Dollars (\$1,000,000) combined single limit.

The Contractor's insurance policies shall contain a provision for thirty (30) days written notice to the District of cancellation and for ten (10) days written notice to the District of non-payment of premium. The Contractor shall name the District as an additional insured on the general liability, automobile liability, and excess/umbrella policies. 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 on an excess or contingent basis. The amount of the insurer's liability shall not be reduced by the existence of such other insurance. Contractor shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval subject to the following requirements. Thereafter Contractor shall produce a certified copy of any insurance policy required under this section upon written request of the District.

At the time of making application for any extension of time pursuant to the Contract Documents, Contractor shall submit evidence that insurance policies will be in effect during the requested additional period of time.

If the Contractor fails to maintain such insurance, the District may, but shall not be required to, take out such insurance to cover any damages of the above-mentioned classes for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under this Agreement.

Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Contractor may be held responsible for the payment of damages resulting from the Contractor's operations. Each of Contractor's consultants shall comply with this Section, and Contractor shall include such provisions in its contracts with them.

c. Worker's Compensation Insurance. Prior to the commencement of services under this Agreement, the Contractor shall furnish to the District satisfactory proof that the Contractor and all engineers, experts, consultants and subcontractors the Contractor intends to employ have taken out, for the period covered by this Agreement, workers' compensation insurance with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Agreement in accordance with the Workers' Compensation Laws of the State of California. If the Contractor employs any engineer, expert, consultant or subcontractor which it did not intend to employ prior to commencement of services, it must furnish such proof of workers' compensation insurance to the District immediately upon employment. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District.

Prior to the commencement of services under this Agreement, the Contractor shall furnish to the District satisfactory proof that the Contractor and all engineers, experts, consultants and subcontractors the Contractor

intends to employ have taken out employer's liability insurance with an insurance carrier satisfactory to the District. During the course of Contractor's services, if Contractor ever intends to employ additional or different engineers, experts, consultants or subcontractors, before so employing them Contractor shall furnish such satisfactory proof of insurance to the District. Such insurance shall be maintained in full force and effect during the period covered by this Agreement including any extensions of time. If the Contractor is self-insured, the Contractor shall furnish a Certificate of Permission to Self-Insure and a Certificate of Self-Insurance satisfactory to the District. Any such worker's compensation insurance shall include a provision that Owner will receive 30 days' notice of cancellation and 10 days' written notice of non-payment of premium.

d. Errors and Omissions Insurance. Contractor's insurance must be sufficient to provide "Errors and Omissions" coverage to the District. The insurer is to provide a certificate to the District referencing the coverage as "All-Risk" and naming the District as Loss Payee for the property in which they have interest. A minimum of \$1,000,000 will be available for errors and omissions.

If not covered by Contractor's coverage, each of Contractor's professional sub-consultants (including consultants of Contractor's) shall carry coverage and limits proportionate to each such sub-consultant's scope of work, and Contractor shall include such provisions in its contracts with them. If any policy carried by any of the sub-consultants offers 50% or less of the limits required of the Contractor hereunder for an analogous policy, the Contractor shall notify the District of the proposed coverage to be carried by such sub-contractor, and the District shall have the right in its reasonable discretion to approve or reject the proposed coverage in each such case.

e. Bonds. Contractor shall provide performance and payment bonds as required by the General Conditions. Notwithstanding anything to the contrary in the Contract Documents, the liability of the surety on the performance bond will cease two (2) years after completion of construction on the Project. Any warranty or guarantee required of Contractor by the Contract Documents shall be the sole obligation of Contractor after termination of the surety's performance bond liability. The liability of the surety on the payment bond shall continue only so long as required by law. Any guarantee of performance hereunder shall not be deemed to be covered by the terms of the payment bond or the performance bond.

11. Representations, Warranties and Covenants of the Owner. The Owner represents and warrants to Contractor that:

a. The Owner is a public school district, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Agreement and to perform all of its obligations hereunder.

b. The Owner's governing body has duly authorized the execution and delivery of this Agreement and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

12. Representations and Warranties of Contractor. Contractor represents and warrants to the Owner that:

a. Contractor is duly organized, validly existing and in good standing as a contractor and licensed contractor under the laws of the State of California;

b. Contractor has full power, authority and legal right to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate actions on the part of Contractor and do not require any further approvals or consents;

c. The execution, delivery, and performance of this Agreement do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Contractor is a party by which it or its property is bound;

d. There is no pending or, to the knowledge of Contractor, threatened action, or proceeding before any court or administrative agency that will materially adversely affect the ability of Contractor to perform its obligations under this Agreement.

13. Project Acceptance. The Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the General Conditions.

a. The Owner shall accept completion of the Contract and have the Notice of Completion recorded when the entire Project including Contractor's punch list(s) and Owner's final review comments shall have been completed to the satisfaction of the Owner. The Project may only be accepted as complete by action of the Owner's Governing Board.

b. A final walk through to determine completion of the Contract and to record the Notice of Completion shall occur only upon a valid claim by Contractor that the Project is complete except for minor corrective and/or incomplete items. Any erroneous claims of completion by Contractor resulting in a premature walk through shall be at Contractor's sole cost and expense and Owner shall make adjustments to the contract price by reducing the amount thereof to pay for any costs incurred by the Owner due to the erroneous claims by the Contractor that the Project is complete. Minor corrective and/or incomplete items shall be identified in the final walk through of the Project.

14. Entire Agreement. The Contract Documents constitute the entire agreement between the parties, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract Documents. The Contract Documents are intended as the complete and exclusive statement of the parties' agreement pursuant to California Code of Civil Procedure section 1856. Notwithstanding any provision to the contrary in the General Conditions or other Contract Documents, it is understood and agreed that in the event of a conflict between term or provision of this Agreement and any other Contract Document, the terms of this Agreement shall govern.

15. Execution of Other Documents. 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 Documents.

16. 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.

17. 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 Documents shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

18. **Severability/Governing Law.** If a court of competent jurisdiction shall hold any provision of the Contract Documents invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. The laws of the State of California shall govern the Contract Documents and venue shall be in the appropriate Superior Court in Alameda, County, California.

19. **Amendments.** The terms of the Contract Documents 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.

20. **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 hereunder without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the Owner.

21. **Notices.** Any notices or filings required to be given or made under this Agreement shall be served, given, or made in writing upon the Owner or Contractor, as the case may be, by personal delivery or registered mail (with a copy sent via fax or regular mail) to the respective addresses given below, or at such address as such party may provide in writing from time to time.

If to Contractor:

Climatec LLC
Roy Palella
Operations Manager

Phone No.: 602-906-4166
FAX No.:
Email address: RoyP@climatec.com

If to Owner:

Enterprise ESD
Attn: _____

Phone No.:
FAX No.:
Email Address:

22. **Exhibits Incorporated.** All Exhibits and Attachments attached to this Agreement are hereby incorporated into the Agreement by this reference as if set forth in full.
23. **Headings.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Sections of this Agreement.
24. **Terms Not Defined.** Capitalized terms used in this Agreement that are not defined shall have the same meaning as in the General Conditions.

In consideration of the covenants, conditions, and stipulations set forth in this Agreement and for good and valuable consideration, the Parties, intending to be legally bound, agree as set forth in, and execute, this Agreement. Each person executing this Agreement on behalf of a Party represents that he or she is authorized to execute on behalf of, and to commit and bind, the Party to this Agreement.

CONTRACTOR

OWNER

By: _____
Print Name:
Title:

By: _____
Print Name:
Title:

The “**Contract**” shall mean collectively this Agreement, and those items identified in the General Terms and Conditions, including, but not limited to:

- Cover Page & Agreement
- Attachment A – General Terms and Conditions
- Attachment B – Scope of Project
- Attachment C – Final Project Schedule
- Attachment D – *Intentionally omitted*
- Attachment E – Manufacturer’s Warranties
- Attachment F – *Intentionally omitted*
- Attachment G – Payment Bond
- Attachment H – Performance Bond
- Attachment I – Fingerprinting and Criminal Background Check Certification
- Attachment J – Escrow Agreement for Security Deposit In Lieu of Retention
- Attachment K – Waiver and Release Forms
- Attachment L – Certification Regarding Claim
- Attachment M – Contractor’s Proposed Design Documents
 - Section 1 – Lighting Room by Room
 - Section 2 – Technical Appendix

ATTACHMENT A
TO ENERGY SERVICES AGREEMENT
GENERAL TERMS AND CONDITIONS

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 **The Contract Documents.** The Contract Documents consist of the Energy Services Agreement between Owner and Contractor (the "Agreement"), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda thereto (whether or not attached due to their size), Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, list of accepted Subcontractors, Non-collusion Declaration, and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and written modifications issued after execution of the Agreement.

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 Documents shall not be construed to create any kind of contractual relationship other than between the Owner and Contractor.

1.1.3 **The Work.** The Work shall include all engineering, design, labor, materials, services, manuals, training, as-builts, and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents.

1.1.4 **The Project.** The Project is the total construction of the Work performed in accordance with the Contract Documents in whole or in part and which may include construction by the Owner or by separate contractors.

1.1.5 **The Drawings.** The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn by Contractor.

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 **Punch Lists.** Punch List means a list of minor items on the Project that remains for Contractor to complete or correct.

1.2 **EXECUTION, CORRELATION, AND INTENT.** 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. In the event there is a discrepancy between the various Contract Documents, the Agreement shall control unless there is not an applicable provision in the Agreement, in which case the Conditions (General, Supplementary, or other Conditions) shall

control. 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.

1.3 **OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS, AND OTHER DOCUMENTS.** The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Contractor and its consultants and are the property of the Owner. The Contractor may retain one contract record set.

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 or the Owner's authorized representative.

2.2 **EXISTING UTILITY LINES; SITE SURVEY; CONTRACTOR RELIANCE.** Notwithstanding Government Code section 4215, and to the fullest extent allowed by law, Contractor shall be responsible to remove, relocate, and protect utilities located on each Project Site at the time of commencement of construction under the Contract with respect to any such utility facilities that Owner has not identified, whether or not set forth in the Drawings and Specifications. Contractor may be assessed liquidated damages in accordance the Contract Documents for delay in completion of the Project caused by Contractor's failure to timely remove or relocate such utility facilities. This Subsection shall not be construed to preclude assessment against Contractor for any other delays in completion of the work on the Project. Contractor shall be solely responsible to timely notify all public and private utilities serving the affected Project Site before commencing work on the Project Site. 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 Owner or its designated representative.

When required by the scope of the Project, the Contractor shall furnish, at its expense, a legal description or a land survey of any or all Project Sites, 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. Additionally, all surveys to determine locations of construction, grading, and site work shall be provided by the Contractor. Contractor shall provide copies of any and all legal descriptions and surveys conducted on the Project Sites to Owner.

When required by the scope of the Project, Contractor 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.

Any test borings and soils reports for the Project that have previously been made 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.

Unless specifically stated in writing by Owners, the Contractor may not rely upon the accuracy of any utility services or site survey information that the District may provide.

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 as required by Section 11.2, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work or any portion thereof, until the cause for such order has been eliminated.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails (within a seven-day period after receipt of written notice or the time period expressly stated in the written notice from the Owner) to commence and continue correction of such default or neglect with diligence and promptness, the Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, and may withhold for the cost of such correction.

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 representatives. 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. If any of the Work is performed by contractors retained directly by the Owner, Contractor shall be responsible for the coordination and sequencing of the Work of those other contractors so as to avoid any impact on the Final Project Schedule.

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. 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.

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. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by activities or duties of 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.

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

3.4 **LABOR AND MATERIALS.** 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. The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

3.5 **WARRANTY.** 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, per Section 11.2.

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.** 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.

3.8 **ALLOWANCES.** The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents.

3.9 **CONTRACTOR'S PROJECT SCHEDULES.** Contractor shall provide the Preliminary Project Schedule and the Final Project Schedule, and updates and revisions thereto in electronic format as well as hard copy. 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 proper schedules as required by this Section 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 Agreement between Owner and Contractor.

3.9.1 **Preliminary Project Schedule.** Unless specifically stated otherwise in other Contract Documents, a preliminary Project schedule shall be prepared by Contractor in accordance with and attached hereto as additional pages to Attachment C ("Preliminary Project Schedule"). Owner shall not be bound by the Preliminary Project Schedule and shall not be responsible for any defects or mistakes in the Preliminary Project Schedule. Contractor is solely responsible for the accuracy, utility and reasonableness of the Preliminary Project Schedule and all subsequent updates or modifications thereto.

3.9.2 **Final Project Schedule.** Unless specifically stated otherwise in other Contract Documents, Contractor shall prepare and submit a final Project schedule, in accordance with and attached hereto as additional pages to

Attachment C (“Final Project Schedule”), to Owner within 30 days of the Contract Effective Date. The term Final Project Schedule, as used in this Agreement and other Contract Documents, shall include any revisions thereto that the Parties agree upon in writing, which agreed-upon revisions shall be set forth in a revised Final Project Schedule. Any Final Project Schedule shall replace the Preliminary Project Schedule and all prior Final Project Schedules.

3.9.3 Compliance with Project Timeline. No schedule shall exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required by the Contract Documents and any scheduling requirements provided by Owner to Contractor at the beginning of the Project. The schedule shall be in the form of a tabulation, chart, or graph and shall be in sufficient detail to show the chronological relationship of all activities of the Project 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 according to the benefit of the Project.

3.9.4 Updated Project Schedules. Contractor shall submit an updated schedule on a monthly basis that includes an accurate as-built schedule and the current as-planned schedule in conformance with the above standards. Contractor shall submit its daily logs for the month with the updated schedule. Float is not for the exclusive use or benefit of either Party but it is a jointly owned expiring Project resource available to both Parties as needed to meet schedule milestones. If any change in Contractor’s method of operations will change the Final Project Schedule, Contractor shall submit to Owner a revised Final Project Schedule within seven days of the change.

3.9.5 Recovery Plan. If Contractor’s actual progress falls behind the scheduled progress, within seven days of a request by Owner, Contractor shall prepare and submit a recovery plan. The recovery plan must include a revised schedule that would recover the lost time and still complete the work on the Project by the Final Project Completion Date. The recovery plan shall also list any additional compensation that Contractor believes it should receive if Owner chooses to order Contractor to implement the recovery plan. If Owner directs Contractor to implement the recovery plan, then Contractor shall do so.

3.9.6 Failure to Meet Final Project Schedule. In addition to any remedies that Owner may have, Contractor’s failure to provide proper project schedules as required by this Section may, at Owner’s sole discretion: (a) constitute grounds to withhold, in whole or in part, progress payments to Contractor, or (b) constitute a breach of the Contract entitling Owner to actual damages, in addition to any other remedies provided under Contract , including, in Owner’s discretion, termination of the Contract pursuant to the terms hereof.

3.10 DOCUMENTS AND SAMPLES AT THE SITE. The Contractor shall maintain for the Owner 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 approved Shop Drawings, Product Data, Samples, and similar required submittals.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES.

3.11.1 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. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. 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.

3.11.2 Samples. The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality.

3.11.3 Contractor's Responsibility. Contractor shall obtain and shall submit to Owner all required shop drawings in accordance with the Final Project Schedule as required in the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor. Review by Owner shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings, product data in accordance with the Contract Documents. Any submission, which in Owner's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor, will be returned unreviewed by the Owner for resubmission by the Contractor. Contractor shall not commence any portion of the Work requiring a shop drawing until the Owner has approved the submission.

3.11.4 Extent of Review. In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Owner will review and approve shop drawings, product data for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Owner's review shall not relieve the Contractor from responsibility for any deviations from the requirements of the Contract Documents unless the Owner has given specific written approval. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.5 Substitution. Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific brand or trade name is specified such specification shall be deemed to be followed by the words "or equal." The Owner may consider an untimely substitution request if the product specified is no longer commercially available.

3.12 CLEANING UP. 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 safe, neat, and orderly condition. 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. Upon completion of the Project, 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.

3.13 ACCESS TO WORK. The Contractor shall provide the Owner, the Owner's designees, and the Inspector, access to the Work in preparation and progress wherever located.

3.14 ROYALTIES AND PATENTS. The Contractor shall pay all royalties and license fees incurred by Contractor in performing the Work of this Agreement. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner harmless and indemnify them from loss on account thereof.

3.15 INDEMNIFICATION. The Contractor's obligations to indemnify the District are set forth in section 10 of the Agreement.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 Reserved.

4.2 **ADMINISTRATION OF THE CONTRACT.**

4.2.1 Owner and Representatives. The Owner may provide administration of the Contract as described in the Contract Documents and may designate one or several agents, representatives, or consultants to provide administration.

4.2.2 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 Owner or

Owner's agents, representatives and consultants, or by tests, inspections, or approvals required or performed by persons other than the Contractor, unless such activities unduly delay project execution in which case schedule adjustment shall be negotiated.

4.2.3 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the Owner and the Contractor shall communicate through the Owner's selected representative.

4.2.4 Rejection of Work. In addition to the rights, duties, and obligations of the Inspector under this Article, the Owner's selected representative may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents.

4.3 INSPECTOR OF RECORD. One or more project inspectors 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(s) duties will be as specifically defined in Title 24. All Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications. The Inspector shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property. No work shall be performed by the Contractor solely upon the instructions or comments by the Inspector of Record. The Inspector of Record has no authority to interpret the Contract Documents or order extra work and any extra work performed without the written instruction of the Owner shall be at Contractor's sole cost and expense and there will be no delay damages incurred by Owner for such work.

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.

4.5 CLAIMS.

4.5.1 General. A Claim is a demand or assertion by Contractor seeking, as a matter of right, adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the Contractor. Contractor may only submit a Claim after having complied with the requirements in Article 6, as applicable, for the same matters.

Claims shall be submitted to the Owner and the Owner's designated representative. A timely decision by the Owner shall be provided. Claims must be made by written notice prior to the final progress payment. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered. The failure of the Contractor to make a Claim within the specified time shall constitute an express waiver of any right to assert such Claim, whether affirmatively or defensively. Despite submission or rejection of a Claim, the Contractor shall proceed diligently with performance of the Contract, and the Owner shall continue to make any undisputed payments in accordance with the Contract. When any excavation or trenching extends greater than four feet below the surface, Public Contract Code section 7104 shall control.

The Contractor shall make a certification at the time of submission of a Claim, substantially in the form attached as Attachment L. 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. A condition precedent will not have been satisfied.

4.5.2 Claims for Concealed or Unknown Conditions

4.5.2.1 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, then notice by the Contractor shall be given to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Owner will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Contract Time, or both. If the Owner determines that the conditions at the Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall so notify the Contractor in writing, stating the reasons. In the event a dispute arises between the Owner and the Contractor regarding whether the conditions materially differ, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract Documents, but shall proceed with all the work to be performed under the Contract Documents. 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.

4.5.2.2 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:

4.5.2.2.1 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, which 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.

4.5.2.2.2 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.

4.5.2.2.3 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 any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed

under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6 CLAIMS OF \$375,000 OR LESS. Notwithstanding any other provision herein, claims of \$375,000 or less shall be handled pursuant to the procedures set forth in Public Contract Code sections 20104.2, including claim, response, informal meet and confer conference, and Government Code claim. As a precedent to initiation of any litigation against the Owner, Contractor must observe and comply with the Government Code claim procedures in Government Code sections 901 et seq. after completion of the contractual claim procedures above, including but not limited to timely presentation of a Government Code claim. The claim procedures described herein do not supersede or replace the requirement of a Government Code claim, and the two claim procedures shall be sequential.

4.7 CLAIMS IN EXCESS OF \$375,000. Claims over \$375,000 shall be handled by Contractor and Owner pursuant to Section 4.6, above, except as follows: (a) Procedures in Public Contract Code section 20104.2(b) shall not be applicable; (b) Owner shall respond in writing to all written Claims within 90 days of receipt of the Claim, or may request, in writing, within 45 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor; (c) Owner shall respond within 45 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or documentation, whichever is greater; and (d) following any meet and confer conference pursuant to Public Contract Code section 20104.2(d), if the Claim or any portion of it remains in dispute and Contractor wishes to pursue it, Contractor must demand in writing within fifteen (15) days that the parties mediate, and such requirement for mediation shall not toll or supersede the requirement for submission of a Government Code claim, as specifically required in Section 4.6 above. If Contractor fails to timely notify the Owner that it wishes to mediate pursuant to this Section, then Contractor will have waived all rights to further pursue the Claim. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS.

5.1.1 Subcontractor. A Subcontractor is a person or entity that 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. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 Sub-Subcontractor. A Sub-subcontractor is a person or entity that 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.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK. Subcontractors shall be selected by Contractor. District shall have the right to disapprove the use of a particular subcontractor on reasonable grounds.

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.

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.

ARTICLE 6

CHANGES IN THE WORK

6.1 CHANGES.

6.1.1 **No Changes Without Authorization.** The Owner reserves the right to make 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 the right to require Contractor to perform such work. There shall be no change whatsoever in the drawings, specifications, or in the Work without an executed Change Order, Construction Change Directive, or order by the Owner for a minor change in the Work as herein provided. 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 authorized by and the cost thereof approved in writing by Change Order or executed Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. Changes requested by the Owner may require recalculation of savings produced by the project and could require submission of an amendment to the approved Prop 39 Application to the CEC. Changes that adversely affect savings or that will not result in qualification for Prop 39 funding for the overall project may have to be executed under separate contract.

6.1.2 **Owner's Authority.** The Owner will have 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 Change Order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

6.2 **CHANGE ORDERS ("CO").** A CO is a written instrument prepared by the Owner and the Contractor stating their agreement 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.

6.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD").** A CCD is a written order prepared by the Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The 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, with the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of agreement on the terms of a CO. CCD changes may have to undergo recalculation of savings and possible resubmission to the CEC.

6.4 Supplemental Instruction (“SI”). A SI is a written instrument prepared by the Owner and submitted to the Contractor. The SI can order changes in the work that does not affect the Contract Sum and/or Time. A SI can be made in an RFI response by issuing a formal SI document or by written letter from the Owner. SI changes may have to undergo recalculation of savings and possible resubmission to the CEC.

6.5 REQUEST FOR INFORMATION (“RFI”). An RFI is a written request prepared by the Contractor asking the Owner to provide additional information above and beyond that which is available in the Contract Documents and all reference standards, regarding the Contractor and fulfilling the Contract coordination requirements for which Contractor is obligated to perform. 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 Cost, Contract Time, or the Contract Documents. Prior to issuing an RFI the Contractor, Subcontractor, material suppliers and the like shall thoroughly review the Contract Documents and refer to all reference standards for the information sought. The Owner and Contractor agree that an adequate time period for the Owner to respond to an RFI is generally fourteen (14) calendar days after the Owner’s receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Owner shall take such time, whether more or less than 14 days, as is necessary in the Owner and the Owner’s representatives professional judgment to permit adequate review and evaluation of the RFI. The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments and/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. The Contractor shall make efforts to coordinate the work in a timely fashion, so as to alleviate priority RFI’s. If the RFI is considered a priority, the Contractor shall state the word “Priority” on the document, and the Contractor shall provide weekly RFI Priority Schedules. The Contractor shall issue and maintain weekly RFI Priority Schedules.

The RFI Priority Schedule shall include a listing of pending requests, including the most current request, and rank the RFI’s in order of priority. The Owner shall endeavor to respect the Contractor’s requested order of priorities and requested response dates. The Owner’s response to the RFI shall be considered a Supplemental Instruction (“SI”) in which the Contract Sum and/or Time is not altered. If the RFI response alters the Contract Sum and/or Time, a Construction Change Directive (CCD) may be issued for the changed condition(s). Should the Contractor determine the response to the RFI creates changes in the Contract Sum and/or Time, the Contractor shall submit a change order request (COR) to the Owner for review, along with a Time Extension Request (if required).

6.6 REQUEST FOR PROPOSAL REGARDING CHANGE (“RFP - Change”). An RFP - Change is a written request prepared by the Owner asking the Contractor to submit to the Owner an estimate of the effect of a proposed change on the Contract Sum and the Contract Time. An RFP – Change shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by Section 6.8. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP - Change, whether ultimately accepted or not.

6.7 CHANGE ORDER REQUEST (“COR”). A COR is a written request prepared by the Contractor asking the Owner to incorporate a proposed change called for in an RFP – Change or a notice of claim into a CO. A COR shall include breakdowns to validate any change in Contract Sum due to proposed change or claim. A COR shall also include any additional time required to complete the Project. 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 Final Project Schedule as defined in Section 3.9 and the Specifications.

6.8 COST OF CHANGE ORDERS.

6.8.1 Scope. Within ten (10) days or such lesser period of time as may be required by Owner after a request is made for a change that impacts the Contract Sum or the Contract Time, the Contractor shall provide to the Owner in writing an estimate of 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. Changes may be made by Owner by an appropriate written CO, or, at the Owner's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written CCD.

6.8.2 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. Contractor and Subcontractors may mark up their own work by 5% for overhead, bond and insurance premiums, and profit. Contractor may mark up a Subcontractor's total costs by 5%. It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes any and all of Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs or expenses not included are deemed waived. For purposes of determining the cost, if any, of any change, addition, or omission to the Project, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Contractor, and 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 Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Project as provided herein.

6.8.3 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 on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

6.8.4 Notice Required. If the Contractor desires an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall give the Owner written notice thereof within ten (10) days after the occurrence of the event giving rise to the claim, together with detailed estimates of the impact on the Contract Sum and/or the Contract Time. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Section 9.4 hereof. No notice shall be considered unless made in accordance with this Subsection; however, the mere presentation of such claim shall not establish the validity of the cause giving rise to such claim, or of the extension of the Contract Time, and/or the increase in the Contract Sum. Contractor shall proceed to execute the Work even though the adjustment has not been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a CO.

6.8.5 Format for Proposed Change Order. The Parties shall use the following format, as applicable, to communicate proposed additions and deductions to the Contract.

	SUBCONTRACTOR WORK (list each if more than one)	ADDITIVE	DEDUCTIVE
1	SUBCONTRACTOR LABOR TOTAL ¹	\$ _____	\$ _____
2	SUBCONTRACTOR MATERIAL TOTAL ¹ ,	\$ _____	\$ _____
3	SUBCONTRACTOR EQUIPMENT TOTAL ¹ ,	\$ _____	\$ _____
4	SUBTOTAL #1 (LINES 1, 2 & 3)	\$ _____	\$ _____
5	SUBCONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #1 (LINE 4) ²	\$ _____	\$ _____

6	SUBTOTAL #2 (LINES 4 & 5)²	\$ _____	\$ _____
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	CONTRACTOR'S WORK	ADDITIVE	DEDUCTIVE
7	CONTRACTOR LABOR TOTAL ¹ ,	\$ _____	\$ _____
8	CONTRACTOR MATERIAL TOTAL ¹ ,	\$ _____	\$ _____
9	CONTRACTOR EQUIPMENT TOTAL ¹ ,	\$ _____	\$ _____
10	SUBTOTAL #3 (LINES 7, 8 & 9)	\$ _____	\$ _____
11	CONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #3 (LINE 10) ²	\$ _____	\$ _____
12	CONTRACTOR'S OVERHEAD AND PROFIT FOR SUBTOTAL #2 (LINE 6) ²	\$ _____	\$ _____
13	SUBTOTAL #4 (LINES 10, 11& 12)	\$ _____	\$ _____

14	SUM OF SUBTOTALS #2 & #4	\$ _____	\$ _____
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15	CONTRACTOR'S BOND³	\$ _____	\$ _____
16	NET TOTAL FOR C.O.R.⁴	\$ _____	\$ _____

- 1: Attach itemized list(s) indicating hours, rates, material quantity, material costs, unit costs, and taxes
- 2: Refer to the Overhead and Profit Schedule
- 3: Contractor's bond and liability insurance premium, if in fact actual bonds and insurance are to be purchased. Total costs shall not exceed 2% of the Net Total (line 16). Refer to the O&P Schedule.
- 4: Includes all direct and indirect costs, including but not limited to, acceleration, cumulative effect of the change(s), expediting the work, etc.

NOTE: OVERHEAD AND PROFIT SHALL BE CALCULATED ON THE NET AMOUNT OF THE CHANGE ORDER

OVERHEAD & PROFIT (O&P) PERCENTAGE SCHEDULE

- (i) Refer to the O&P Schedule below. The cost of the work does not include the overhead and profit mark-up.
- (ii) For all work, the Contractor's Bond and Liability Insurance Premium may be added in onto the "Form for EXTRA WORK and/or DEDUCTIVE WORK."
- (iii) The O&P Schedule shall be used for "Negotiated Sum" and/or "Time and Materials" work. Unit Price work shall not have the overhead and profit mark-up applied to the work, on the basis that the Unit Price includes overhead and profit margins.

	Work by Subcontractor less than or equal to \$2,500	Work by Subcontractor more than \$2,500	Work by Contractor less than or equal to \$2,500	Work by Contractor more than \$2,500
Subcontractor Overhead & Profit	20%	15%	N/A	N/A
Contractor Overhead & Profit	10% Excluding Bond Premium	5% Excluding Bond Premium	15% Excluding Bond Premium	10% Excluding Bond

				Premium
Total Overhead and Profit, not to exceed:	30%	20%	15%	10%

ARTICLE 7

TIME

7.1 DEFINITIONS.

7.1.1 **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.

7.1.2 **Days.** The term “day” as used in the Contract Documents shall mean work day unless otherwise specifically defined.

7.2 **PROJECT PHASES AND NOTICES TO PROCEED.** The date of commencement of the Work is the date established in the Notice to Proceed. The date shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible.

7.2.1 **Governmental Approval.** Contractor shall seek all such approvals of the Design Documents and the Project as may be required by any governmental entity having jurisdiction over the Project, and including but not limited to the DSA, prior to Contractor commencing work on the affected work. Contractor shall exercise all reasonable diligence to ensure that all necessary permits and approvals are received by the date stated in Attachment C for Permit Approval. Owner shall not unreasonably withhold its consent to any modifications to the Design Documents that may be requested by any governmental or quasi-governmental agency with jurisdiction over the Project or the work on the Project.

7.2.2 **Construction.** Contractor shall facilitate, or cooperate with Owner in its efforts to facilitate, a kick-off meeting with Owner and any of its representatives and Contractor, and any other relevant (this Agreement) entered into by the parties.

7.2.3 **Commissioning.** During the construction phase of the work on the Project and before the Final Project Completion Date, Contractor shall conduct all commissioning tests in accordance with the Commissioning Schedule in Attachment D. Contractor shall provide notice to Owner of any scheduled test(s) of installed equipment, and Owner or its designees shall have the right to be present at any or all such tests conducted by Contractor, any Subcontractor, or manufacturers of the equipment. Contractor shall be responsible for correcting or adjusting all deficiencies in the equipment operations that Contractor provided and installed that may be observed during equipment commissioning procedures.

7.2.4 **Project Completion and Closeout.** Owner shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance and recording a Notice of Completion in accordance with the Contract Documents and applicable laws.

7.3 HOURS OF WORK.

7.3.1 **Sufficient Forces.** Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Final Project Schedule.

7.3.2 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.

7.3.3 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.

7.4 PROGRESS AND COMPLETION. Time limits stated in the Contract Documents are of the essence of the Contract. Contractor and Owner will meet following Agreement execution to negotiate a satisfactory schedule to establish the Contract Time. 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 10 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

7.5 EXTENSIONS OF TIME - LIQUIDATED DAMAGES.

7.5.1 Excusable Delay. The Contractor shall not be charged for liquidated damages, as set forth in the Agreement, because of any delays in completion of the Work due to acts of God, acts of public enemy, acts of 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, strikes, unusually severe weather, or delays of subcontractors due to such causes (collectively "Excusable Delay"). Contractor has the burden of proving that any delay is excusable.

7.5.2 Notice by Contractor Required. The Contractor shall within ten (10) calendar days of beginning of any such delay (unless Owner grants in writing a further period of time to file such notice prior to the date of final payment under the Contract) notify the Owner in writing of causes of delay. Owner will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The Owner's findings of fact thereon shall be final and conclusive on the parties. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Subsection 7.5.1 shall be an extension of the Contract Time at no cost to the Owner.

7.5.3 Conditions for Extension of Time. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner, an employee of Owner, or of a separate contractor employed by the Owner, by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, or unavoidable casualties, by delay authorized by the Owner pending arbitration, or by other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine. Claims relating to time extensions shall be made in accordance with applicable provisions of Article 6.

7.5.4 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 on the Project in a shorter period than established in the Contract Documents.

7.5.5 Liquidated Damages. Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages, as described in the Agreement.

7.6 Government Approvals. Neither the Owner nor the Contractor shall be liable for any delays or damages related to excessive time required to obtain government approvals, except to the extent that such delays or damages are caused by any act or omission of Contractor, in which case Contractor may be liable.

7.7 Delays Due to Project Site Activities. Owner shall not be liable for any damages or compensation to Contractor resulting from, arising out of, or related to any delays caused by scheduled activities at Project Sites, including Standardized Testing and Reporting (“STAR”), graduation, Owner’s construction projects, and other events which would require access to Project Sites. Owner shall provide a 3 week advance notice for all scheduled activities. The Project Schedule will be established between the Owner and the Contractor at the outset of the project to evaluate the impact of then known scheduled activities at the Project Sites.

If any part of Contractor’s work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to Owner in writing any defects in such work that render it unsuitable for such proper execution and results. Contractor will be held liable for damages to Owner for that work which it failed to inspect or should have inspected. Contractor’s failure to inspect and report shall constitute its acceptance of other Contractor’s work as fit and proper for reception of its work, except as to defects which may develop in other Contractors’ work after execution of Contractor’s work. Contractor is not responsible for the correction of existing deficient conditions unless specifically identified in the scope of work.

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Owner in writing any discrepancy between executed work and Contract Documents.

It is the obligation of Contractor to ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project to the end that Contractor may perform its Contract in the light of such other contracts, if any.

Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, Owner shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. If Owner directs Contractor to cease Work temporarily due to the work of another contractor, Contractor shall be entitled to a change order upon documentation of actual, reasonable costs, but such costs shall not include overhead, profit or general conditions for the period of time during which Work has ceased.

If the Project is split into phases and/or separate contracts, then Contractor has made allowances for any delays or damages which may arise from coordination with contractors for other phases or contracts. If any delays should arise from a contractor working on a different phase or contract, Contractor’s sole remedy for damages, including delay damages, shall be against the contractor who caused such damage and not the Owner. Contractor shall provide access to contractors for other phases or contracts as necessary to prevent delays and damages to contractors working on other phases or contracts.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 **CONTRACT SUM.** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. Progress payments shall be made in accordance with Public Contract Code section 20104.50.

8.2 **COST BREAKDOWN.** On forms approved by the Owner within ten (10) days of the mailing, faxing or delivery of the Notice of Award of the Contract, the Contractor shall furnish a schedule of values and a list of all subcontractors and suppliers. The Owner shall review all submissions received in a timely manner. All submissions must be approved by the Owner before becoming the basis of any payment.

8.3 **APPLICATIONS FOR PAYMENT.** 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 the Owner an itemized Application for Payment for operations completed in accordance with the Schedule of Values. 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 Owner specifically approves the payment in writing. 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. Because Contractor must 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 on the Project, Owner shall pay for stored materials only in unusual circumstances where Owner specifically approves such payment in writing. If payments are to be made for materials and equipment that are not incorporated in the Work on the Project but delivered and suitably stored at a Project Site or at some other location agreed upon in writing by Owner, the payments shall be conditioned upon submission by Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to Owner to establish Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Project Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to Owner by the sureties and Subcontractors, and, if stored off the Project Site, stored only in a bonded warehouse.

8.4 **REVIEW OF PROGRESS PAYMENT.** The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Owner's reasons for withholding approval in whole or in part. The review of the Contractor's Application for Payment by the Owner is based on the Owner's observations at the Site and the data comprising the Application for Payment whether the Work has progressed to the point indicated and whether, to the best of the Owner's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

8.5 **DECISIONS TO WITHHOLD PAYMENT.** The Owner may withhold payment, in whole, or in part, to such extent as may be reasonably necessary to protect the Owner from loss because of any acts or omissions by Contractor, including any rights to withhold mentioned in the Contract Documents.

8.6 **Payments and Information to Subcontractors.** No later than 7 days after Contractor receives payment from Owner, pursuant to Business and Professions Code section 7108.5, Contractor shall pay to each Subcontractor, out of the amount paid to 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 Contractor on account of such Subcontractor's portion of the work. Contractor shall, by appropriate subcontract with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. Owner has no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law. Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by Contractor, and action taken thereon by Owner, on account of portions of the work done by such Subcontractor.

8.6.1 **Waivers and Releases.** Within 15 days after receipt of each progress payment and the Final Payment, Contractor shall provide (and shall cause its suppliers and Subcontractors, and their subcontractors to provide) to Owner an unconditional lien waiver and release (related to progress payment or Final Payment as applicable) in a form substantially similar to the forms attached hereto as Attachment K.

8.7 **COMPLETION OF THE WORK.** The nature of the project is such that the project may be completed in some facilities prior to the total completion of the overall project. Upon receipt of the Contractor's request for final inspection of a facility, the Owner will make an inspection to determine whether the Work, or designated portion thereof, is complete. If the Owner's inspection discloses any item which is not completed in accordance with the requirements of the Contract Documents, the Contractor shall, before Owner's issuance of the Notice of Completion for that facility, diligently complete or correct such item. The Notice of Final Completion will be issued after a final inspection determines that all of the work has been completed in accordance with the Contract Documents.

8.8 **PARTIAL OCCUPANCY OR USE.** Owner may occupy or use any completed or partially completed portion of the Work at any stage without accepting that work and without waiving rights to claim damages as to that 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.

8.9 **ACCEPTANCE, NOTICE OF COMPLETION, AND FINAL PAYMENT.** If the Owner's representatives find the Work fully performed under the Contract Documents, they shall so notify Contractor, who shall then submit to the Owner its final application for progress payment. After the Owner's representatives find the Work fully performed, the Owner's governing body should accept the Work as fully complete. After completion, the Owner may record a Notice of Completion with the County Recorder in accordance with Civil Code section 3093. Contractor shall, upon receipt of final progress payment from Owner, pay the amounts due Subcontractors. Owner shall pay the retainage pursuant to Public Contract Code section 7107. Any application for final progress payment shall be accompanied by the same details required for regular progress payments. Acceptance of final progress payment shall constitute a waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of final payment.

8.10 **SUBSTITUTION OF SECURITIES.** In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any 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 monies to the Contractor. Upon completion of the Contract, the securities shall be returned to the Contractor. 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 used shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 9

PROTECTION OF PERSONS AND PROPERTY

9.1 **SAFETY PRECAUTIONS AND PROGRAMS.** The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Subcontractors shall promptly report in writing and by phone 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. The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

9.2 SAFETY OF PERSONS AND PROPERTY. 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, and equipment to be incorporated therein, 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. 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.

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.

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 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.

9.3 PROTECTION OF WORK AND PROPERTY. The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. 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. Security of the site during non-work hours is the responsibility of the Owner.

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.

9.4 EMERGENCIES. 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 compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7. The Contractor shall promptly report in writing to the Owner 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.

9.5 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 has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing, whether or not such material was generated by the Contractor or the Owner.

ARTICLE 10

INSURANCE AND BONDS

10.1. CONTRACTOR'S LIABILITY INSURANCE

10.1.1 Liability Insurance Requirements. Before 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, having a rating not lower than "A" as rated by A.M. Best Company, Inc. or other independent rating companies, commercial general liability insurance per occurrence for bodily injury, personal injury and property damage, and automobile liability insurance per accident for bodily injury and property damage combined single limit, as will protect the Contractor, 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. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar commercial liability insurance and property damage insurance proportionate to each such Subcontractor scope of work. If any policy carried by any of the Subcontractors offers 50% or less of the limits required of the Contractor hereunder, the Contractor shall notify the District of the proposed coverage to be carried by such Subcontractor, and the District shall have the right in its reasonable discretion to approve or reject the proposed coverage in each such case.

Owner may partially or fully occupy and/or use the Project before acceptance of the entire Project by the Owner. All of contractor's required insurance must allow such occupancy and/or use without prior consent from insurer.

10.1.2 Additional Insured Endorsement Requirements. The Contractor shall name the Owner and the Owner's designated representative as additional insureds on Contractor's commercial general liability, automobile liability, and excess/umbrella policies.

10.1.3 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.

10.1.4 Builder's Risk/"All Risk" Insurance. Unless otherwise supplied by the Owner, the 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, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. 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, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Owner's costs 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 Owner's designated representative, and any other person or entity with an insurable interest in the Work as an additional named insured.

10.1.5 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. This insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld. The amount of fire insurance shall be as directed by Owner.

10.1.6 Other Insurance. The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations. Such insurance shall be subject to the approval of Owner, and Owner's approval shall not be unreasonably withheld.

10.1.7 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, and such approval shall not be unreasonably withheld.

10.1.8 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.

10.2 PERFORMANCE AND PAYMENT BONDS. 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 (Attachment G) and performance (Attachment H) 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. 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 11

UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK. If a portion of the Work is covered contrary to the Inspector's request, the Owner's request, or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Inspector or the Owner, be uncovered for the Inspector's or the Owner's observation and be replaced at the Contractor's expense without change in the Contract Sum or Time.

11.2 CORRECTION OF WORK; WORKMANSHIP WARRANTY.

11.2.1 Warranty and System Warranty Period. Contractor warrants that the equipment and systems provided under this contract shall be free from defects in material and workmanship arising from normal usage for a period of one year from the date of beneficial use or eighteen months from delivery of said equipment or systems. Within the warranty period, if Owner provides written notice to Contractor of any such defects within thirty (30) days after the appearance of such defect, Contractor shall, at its option, repair or replace the defective equipment and return said equipment to Owner. These warranties do not extend to any equipment which has been repaired by others, altered or misused, or which has not been properly and reasonably maintained. All transferable manufacturer warranties associated with the equipment will be transferred to the Owner. These warranties are in lieu of all other warranties, expressed or implied, including but not limited to those of merchantability and fitness for a specific purpose.

11.2.2 Notice and Corrective Work.

- A. During the System Warranty Period, if any of the work on the Project is found to be not in accordance with the Contract Documents or otherwise defective, Owner shall provide Contractor with written notice thereof.

- B. With two business days of Contractor's receipt of Owner's notice, Contractor shall provide Owner with a written response, acknowledging receipt of the notice and providing Owner with an action plan to remedy the defect or stating the grounds for denial of the warranty work request. Within two business days of Owner's receipt of Contractor's written response, Owner shall provide Contractor with any objections or responses thereto. If the Parties are unable to agree regarding Owner's warranty work request or a plan of action for the corrective work, the Parties shall proceed in accordance with their dispute resolution options under the Contract Documents and at law. The System Warranty Period shall be extended with respect to Contractor's corrective work performed pursuant to this provision by one year, starting on the date that the corrective work is completed in accordance with the plan of action and approved by Owner.
- C. Unless the Parties agree in writing otherwise, Contractor shall perform and complete all corrective work stated in the plan of action no later than 10 days following the date of the plan of action. An expiration of the System Warranty Period during the performance of the correct work shall not release Contractor from its obligation to correct the work so long as Owner provided written notice of the warranty work within the System Warranty Period.
- D. These corrective requirements on Contractor shall apply regardless of whether the nonconforming work was observed before or after Completion 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 Inspector's or the costs and expenses for professional services borne by Owner's made necessary thereby.
- E. The Contractor shall remove from the Project Sites 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 by the Owner. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 2.4. 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. Nothing in this Section shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

ARTICLE 12

MISCELLANEOUS PROVISIONS

- 12.1 **GOVERNING LAW.** The Contract shall be governed by the law of the place where the Project is located.
- 12.2 **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.
- 12.3 **RIGHTS AND REMEDIES; NO WAIVER.** 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. No action or failure to act by the Inspector or the Owner 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 writing.

12.4 TESTS AND INSPECTIONS. 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.

12.4.1 Advance Notice to Inspector. Contractor shall notify the Inspector a sufficient time but no shorter than two (2) working days in advance of its readiness for required observation or inspection so that the Inspector may arrange for same.

12.4.2 Additional Testing or Inspection, and Costs Related Thereto.

- A. If the Inspector, Owner, or public authority having jurisdiction over the Project determines that any portion of the work on the Project require additional testing, inspection, or approval, the Inspector will, upon Owner's written authorization, arrange for such additional testing, inspection, or approval. Owner shall bear such costs except in paragraph B., below.
- B. If the testing or inspection of work on the Project reveal that the work does not comply with the Contract Documents, Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, approval, or re-approval, including, but not limited to, compensation for services and expenses of the Inspector, testing laboratory, and any other professionals or entities retained by Owner. Any such costs shall be paid for by Owner, and Owner shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, Owner shall have the right to withhold the amount from any payment due or to be due to Contractor under the Contract.

12.4.3 Costs for Premature Test. If Contractor requests any test or inspection for any portion of the Project and that portion is not ready for the inspection, Owner shall have the right to invoice Contractor for all costs and expenses relating to the testing or inspection, including, but not limited to, compensation for services and expenses of the Inspector, testing laboratory, and any other professionals or entities retained by Owner. Any such costs shall be paid for by Owner, and Owner shall then invoice to Contractor and Contractor shall make payment thereof within 30 days after Contractor receives the invoice; if Contractor fails to do so, Owner shall have the right to withhold the amount from any payment due or to be due to Contractor under the Contract.

12.4.4 Tests and Inspections Not to Delay Work. Tests and inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the work on the Project.

12.5 TRENCH EXCAVATION. 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 a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches. 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. Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

12.6 DEBARMENT. Pursuant to Public Contract Code section 6109, no contractor or subcontractor may perform work on a public works project if ineligible to perform work on the project pursuant to sections 1777.1 or 1777.7 of the Labor Code.

12.7 ASSIGNMENT OF ANTITRUST CLAIMS. Pursuant to 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 payment to the Contractor, without further acknowledgment by the parties.

12.8 **AUDIT.** Contractor's Contract books, records, and files shall be subject to audit and examination under Government Code section 8546.7 and any amendments thereto.

12.9 **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 prior to the start of any construction activity.

ARTICLE 13

TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 **TERMINATION BY THE OWNER FOR CAUSE.** The Owner may terminate the Contract if the Contractor: (A) refuses or fails to supply enough properly skilled workers or proper materials; (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; or (D) otherwise is in substantial breach of a provision of the Contract Documents.

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, written notice of seven (7) days, terminate the Contract and may, subject to any prior rights of the 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, and (C) complete the Work by whatever reasonable method the Owner may deem expedient.

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.

13.2 **SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE.** 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. 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. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. 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. 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, along with reasonable overhead and profit on the Work not executed.

13.3 TERMINATION BY CONTRACTOR. 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 belief on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of receipt of such notice. If such conference does not lead to resolution and Contractor believes 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.

13.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 13 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.

13.5 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.

**ATTACHMENT B
TO ENERGY SERVICES AGREEMENT**

SCOPE OF PROJECT

Alta Mesa Elementary

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. The scope includes cleaning fixtures if retrofitted and removing/disposing of any existing fixtures, lamps, ballasts and other material no longer required. Lamps shall be disposed of by a licensed lamp hauler/recycler; PCB ballasts shall be incinerated and non-PCB ballasts shall be recycled. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

Boulder Creek Elementary

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom and non-classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation

each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

- Retrofit existing high bay fixtures with new, high-efficiency LED systems rated with a life of 75,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler.

District Office

Lighting

- Retrofit existing outdoor building mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

Lassen View Elementary

Lighting

- Retrofit existing outdoor building mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

Mistletoe Elementary

Lighting

- Retrofit existing outdoor building mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of

properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

Monte Vista / Pace Academy

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

Parsons Junior High

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting

Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit existing high bay fixtures with new, high-efficiency LED systems rated with a life of 75,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler.

Rother Elementary

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.
- Retrofit existing high bay fixtures with new, high-efficiency LED systems rated with a life of 75,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler.

Shasta Meadows Elementary

Lighting

- Retrofit existing outdoor building mounted and pole mounted HID and CFL fixtures with new, high-efficiency LED systems rated with a life of 50,000-100,000 hours. As part of the installation each retrofitted fixture is wiped clean and fixtures that are being replaced will be disposed of. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the classroom spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

- Retrofit identified existing standard efficiency interior linear fluorescent lamp systems in the gym/MPR spaces with new, high-efficiency TLED lamps rated with a life of 50,000 hours. As part of our installation each retrofitted fixture is wiped clean. Any lamps and ballast removed will be disposed of properly. PCB's ballast will be incinerated, non PCB ballast will be recycled. All lamps removed will be disposed using a licensed lamp hauler/recycler. Please see the Lighting Room by Room in Attachment M, Section 1 for detailed information on lighting scope, quantities, and locations.

ATTACHMENT C
TO ENERGY SERVICES AGREEMENT
FINAL PROJECT SCHEDULE

In accordance with Section 3.9 of Attachment A, Contractor will develop, with input from Owner, a Preliminary Project Schedule and a Final Project Schedule using Microsoft® Project or equivalent and submit the Final Project Schedule to Owner within 30 days after the Contract Effective Date. The Final Project Completion Date shall remain as stated in Section B on the Cover Page of this Agreement. Contractor and Owner will establish a weekly construction meeting at which time the work of the previous week will be reviewed, and a three-week look-ahead schedule will be coordinated. The three-week look-ahead schedule shall be created in MS Excel® and present the list of activities occurring at each Project Site on a daily basis.

The work on the Project and the Project shall be completed on or before the Final Project Completion Date in accordance with the Final Project Schedule set forth below and as may be amended from time to time during the Contract Term but in no case extending beyond the Final Project Completion Date. The Final Project Schedule shall only be modified upon the written approval of Owner. Any modified schedule approved by Owner shall replace the existing Final Project Schedule set forth below.

The Final Project Schedule (Anticipated Key Engineering and Construction Dates) shall include, at a minimum, the following and shall become a part of the Contract upon Owner's approval:

Owner Approval of Final Equipment Specifications or Drawings
DSA Approval
Permit Approval
Procurement
Construction Start
Mechanical Completion
Lighting Completion
Commissioning
Final Completion Date

The Final Project Schedule and the three-week look-ahead schedule shall be developed per Project Site with each site having its own "Final Site Schedule." The Final Site Schedule for each Project Site shall include a "Final Site Completion Date" applicable only to that Project Site.

The Final Project Schedule shall not show more than 10% of the total activities as critical, and no activity shall have a duration longer than thirty (30) days. The Final Project Schedule shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) for the planning and scheduling, of all work required under the Project documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The Final Project Schedule shall incorporate and schedule float for inclement weather and resulting muddy site conditions due to rain. Scheduled float for non-working rain related days and resulting muddy site conditions shall be based upon the latest and nearest available data from acceptable data issued from the National Weather Service.

A monthly project schedule update shall be provided to accurately indicate the actual progress of the work against the baseline Final Project Schedule for the prior month, and the remaining planned completion of the work.

The scheduling is necessary for the Owner's adequate monitoring of the progress of the work and it is to be used in the preparation of the Progress Payment Applications. The Owner may disapprove such a schedule and require modification to it if, in the opinion of the Owner, adherence to the progress schedule will cause the work not to be completed in accordance with the Agreement. Between the monthly schedule updates, it is the obligation of the

Contractor to monitor the progress of the work against the current construction schedule activities, and to notify the Owner in writing of all changed activity start dates and finish dates.

Contractor will exchange scheduling information with Subcontractors and suppliers. Contractor will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

The Contractor shall also, if requested by the Owner, provide revised schedules within fifteen (15) days if, at any time, the Owner considers the completion date to be in jeopardy. The revised schedule shall be designed to show how the Contractor intends to accomplish the work to meet the original completion date. The form and method employed by the Contractor shall be the same as for the original progress schedule. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. Contractor will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

IF CONTRACTOR SUBMITS A REVISED SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT OR A SITE, OWNER'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY ADDITIONAL COMPENSATION OR CLAIM DUE TO ANY SUCH REVISED SCHEDULE.

**ATTACHMENT D
TO ENERGY SERVICES AGREEMENT**

[Intentionally omitted]

ATTACHMENT E
TO ENERGY SERVICES AGREEMENT
MANUFACTURERS' WARRANTIES

List of manufacturers' warranties on a site-by-site basis:

[To be inserted by Contractor]

**ATTACHMENT F
TO ENERGY SERVICES AGREEMENT**

[Intentionally omitted]

ATTACHMENT G
TO ENERGY SERVICES AGREEMENT
PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, _____ School District (the Owner of the public works project described below) and _____, 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 design and construct the Project required therein and to provide related work set forth in the Contract in accordance with drawings and specifications prepared by Contractor.

Which said agreement dated _____, _____, 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.

[continued on following page]

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 _____, _____.

(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 _____, _____.

ATTACHMENT H
TO ENERGY SERVICES AGREEMENT
PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal and _____ as Surety, are held and firmly bound unto the _____ School District in the County of Fresno, 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, the terms of which are incorporated herein by reference, dated _____, 20____, for design and construction of the Project required therein and to provide related work set forth in the Contract in accordance with drawings and specifications prepared by Contractor.

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 _____, _____ 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.

**ATTACHMENT I
TO ENERGY SERVICES AGREEMENT**

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor's Name: _____

Address: _____

Phone No.: _____

In accordance with Education Code section 45125.1 and 45125.2, the _____ School District (Owner) has determined that Contractor may have more than limited contact with students during performance of the contract between Contractor and Owner and that Contractor will not be performing work in an emergency or exceptional situation. Therefore, before Contractor and any of its employees may commence any services under the contract, Contractor must complete and submit this Certification. Upon being executed by Contractor, this Certification shall constitute and be incorporated by reference into the contract between Contractor and Owner.

Contractor shall comply with Option A or Option B below (*mark one*):

Option A: Throughout the term of the contract and during all performance of the contract, Contractor shall ensure the safety of students by one or more of the following (*mark as applicable*):

- 1. Install a physical barrier at the worksite to limit contact with students.
- 2. Have an employee, whom the California Department of Justice (DOJ) ascertained has not been convicted of, and do not have any pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c), continually supervise and monitor Contractor's employees at the worksite. The supervising employee shall have completed the fingerprinting and criminal background check required by Education Code sections 45125.1 and 45125.2.

Contractor's DOJ-issued ORI #: _____

Name of supervising employee: _____

Date DOJ verified clearance of supervising employee: _____

- 3. With Owner's prior approval, arrange with Owner to have an Owner personnel provide surveillance of Contractor's employees at the worksite.

Option 2: Before commencing any services under the contract, Contractor and each employee who will provide services under the contract with Owner have completed the fingerprinting and criminal background checks required by Education Code sections 45125.1 and 45125.2, and each of them have not been convicted of, and do not have any pending criminal proceeding for, a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c). Contractor's DOJ-issued ORI # is: _____

If any of Contractor's employees must be fingerprinted and have criminal background check clearances as stated above, Contractor shall, throughout the Contract Term and any period of extension or renewal of the contract, apply for subsequent arrest notifications with DOJ with respect to such employees and shall immediately remove any employee who is convicted of or has a criminal proceeding pending for a violent or serious felony from performing any services under the contract with Owner where the employee will have contact with students.

The undersigned is authorized to execute on behalf of, and to commit and bind, Contractor to this Certification, and hereby certifies that the statements marked as applicable above are true and correct.

Signature: _____

Date: _____

Print Name: _____

Title: _____

NOTE: A copy of Education Code sections 45125.1 and 45125.2, and Penal Code sections 667.5 and 1192.7 are attached in Exhibit A for information only. Contractor is responsible for determining any changes in all applicable laws.

EXHIBIT A
TO FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

Contractor is solely responsible for complying with all applicable laws, and therefore, shall review all applicable statutes and regulations. The information in this Exhibit is provided simply to assist Contractor, and may not be relied upon by Contractor, to comply with applicable laws. Contractor may obtain information, instructions, and forms required for fingerprints and criminal background checks from the DOJ's website: <http://ag.ca.gov/fingerprints/agencies.php>.

California Education Code § 45125.1 -- Fingerprinting Certain Employees

- (a) Except as provided in subdivisions (b) and (c), if the employees of any entity that has a contract with a school district, as defined in Section 41302.5, to provide any of the following services may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the department for its costs incurred in processing the application:
 - (1) School and classroom janitorial.
 - (2) Schoolsite administrative.
 - (3) Schoolsite grounds and landscape maintenance.
 - (4) Pupil transportation.
 - (5) Schoolsite food-related.
- (b) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.
- (c) This section shall not apply to an entity providing any of the services listed in subdivision (a) to a school district when the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee has limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district has made this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees.
- (d) A school district may determine, on a case-by-case basis, to require an entity providing school site services other than those listed in subdivision (a) or those described in Section 45125.2 and the entity's employees to comply with the requirements of this section, unless the school district determines that the employees of the entity will have limited contact with pupils. In determining whether a contract employee will have limited contact with pupils, the school district shall consider the totality of the circumstances, including factors such as the length of time the contractors will be on school grounds, whether pupils will be in proximity with the site where the contractors will be working, and whether the contractors will be working by themselves or with others. If a school district makes this determination, the school district shall take appropriate steps to protect the safety of any pupils that may come in contact with these employees. If a school district requires an entity providing services other than those listed in subdivision (a) and its employees to comply with the requirements of this section, the Department of Justice shall comply with subdivision.
- (e)(1) The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it pursuant to subdivision (a) has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the department. Upon implementation of an electronic fingerprinting system with terminals located statewide and managed by the Department of Justice, the department shall ascertain the information required pursuant to this section within three working days. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it pursuant to subdivision (a) has a pending criminal proceeding for a felony as defined in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1, the department shall notify the employer designated by the individual of that fact. The notification shall be delivered by telephone or electronic mail to the employer.

- (2) The Department of Justice, at its discretion, may notify the school district in instances when the employee is defined as having a pending criminal proceeding described in Section 45122.1 or has been convicted of a felony as defined in Section 45122.1.
 - (3) The Department of Justice may forward one copy of the fingerprints to the Federal Bureau of Investigation to verify any record of previous arrests or convictions of the applicant. The Department of Justice shall review the criminal record summary it obtains from the Federal Bureau of Investigation and shall notify the employer only as to whether or not an applicant has any convictions or arrests pending adjudication for offenses, which if committed in California, would have been punishable as a violent or serious felony. The Department of Justice shall not provide any specific offense information received from the Federal Bureau of Investigation. The Department of Justice shall provide written notification to the contract employer only concerning whether an applicant for employment has any conviction or arrest pending final adjudication for any of those crimes, as specified in Section 45122.1, but shall not provide any information identifying any offense for which an existing employee was convicted or has an arrest pending final adjudication.
- (f) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Section 45122.1.
- (1) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a felony if the employee has obtained a certificate of rehabilitation and pardon pursuant to Chapter 3.5 (commencing with Section 4852.01) of Title 6 of Part 3 of the Penal Code.
 - (2) This prohibition does not apply to an employee solely on the basis that the employee has been convicted of a serious felony that is not also a violent felony if that employee can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he or she has been rehabilitated for the purposes of schoolsite employment for at least one year. If the offense in question occurred outside this state, then the person may seek a finding of rehabilitation from the court in the school district in which he or she is resident.
- (g) An entity having a contract as specified in subdivision (a) and an entity required to comply with this section pursuant to subdivision (d) shall certify in writing to the school district that neither the employer nor any of its employees who are required by this section to submit or have their fingerprints submitted to the Department of Justice and who may come in contact with pupils have been convicted of a felony as defined in Section 45122.1.
- (h) An entity having a contract as specified in subdivision (a) on the effective date of this section and an entity required to comply with this section pursuant to subdivision (d) by a school district with which it has a contract on the effective date of the amendments made to this section during the 1997-98 Regular Session shall complete the requirements of this section within 90 days of that date.
- (i) For purposes of this section, a charter school shall be deemed to be a school district.
- (j) Where reasonable access to the statewide electronic fingerprinting network is available, the Department of Justice may mandate electronic submission of the fingerprint cards and other information required by this section.

California Education Code section § 45125.2 -- Ensuring Pupil Safety

- (a) A school district contracting with an entity for the construction, reconstruction, rehabilitation, or repair of a school facility where the employees of the entity will have contact, other than limited contact, with pupils shall ensure the safety of the pupils by one or more of the following methods:
- (1) The installation of a physical barrier at the worksite to limit contact with pupils.
 - (2) Continual supervision and monitoring of all employees of the entity by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. For purposes of this paragraph, an employee of the entity may submit his or her fingerprints to the Department of Justice pursuant to subdivision (a) of Section 45125.1 and the department shall comply with subdivision (d) of Section 45125.1.
 - (3) Surveillance of employees of the entity by school personnel.

- (b) An entity that contracts with a school district for the construction, reconstruction, rehabilitation, or repair of a school facility is not required to comply with the requirements of Section 45125.1 if one or more of the methods described in subdivision (a) is utilized.
- (c) For purposes of this section, a violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code.
- (d) This section shall not apply to an entity providing construction, reconstruction, rehabilitation, or repair services to a school district in an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable.

California Penal Code § 667.5 -- Enhancement of Prison Terms for New Offenses

Enhancement of prison terms for new offenses because of prior prison terms shall be imposed as follows:

- (a) Where one of the new offenses is one of the violent felonies specified in subdivision (c), in addition to and consecutive to any other prison terms therefor, the court shall impose a three-year term for each prior separate prison term served by the defendant where the prior offense was one of the violent felonies specified in subdivision (c). However, no additional term shall be imposed under this subdivision for any prison term served prior to a period of 10 years in which the defendant remained free of both prison custody and the commission of an offense which results in a felony conviction.
- (b) Except where subdivision (a) applies, where the new offense is any felony for which a prison sentence is imposed, in addition and consecutive to any other prison terms therefor, the court shall impose a one-year term for each prior separate prison term served for any felony; provided that no additional term shall be imposed under this subdivision for any prison term served prior to a period of five years in which the defendant remained free of both prison custody and the commission of an offense which results in a felony conviction.
- (c) For the purpose of this section, "violent felony" shall mean any of the following:
 - (1) Murder or voluntary manslaughter.
 - (2) Mayhem.
 - (3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.
 - (4) Sodomy as defined in subdivision (c) or (d) of Section 286.
 - (5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.
 - (6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.
 - (7) Any felony punishable by death or imprisonment in the state prison for life.
 - (8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.
 - (9) Any robbery.
 - (10) Arson, in violation of subdivision (a) or (b) of Section 451.
 - (11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.
 - (12) Attempted murder.
 - (13) A violation of Section 12308, 12309, or 12310.
 - (14) Kidnapping.
 - (15) Assault with the intent to commit a specified felony, in violation of Section 220.
 - (16) Continuous sexual abuse of a child, in violation of Section 288.5.
 - (17) Carjacking, as defined in subdivision (a) of Section 215.
 - (18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.
 - (19) Extortion, as defined in Section 518, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
 - (20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of *Section 186.22 of the Penal Code*.
 - (21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

- (22) Any violation of Section 12022.53.
- (23) A violation of subdivision (b) or (c) of Section 11418. The Legislature finds and declares that these specified crimes merit special consideration when imposing a sentence to display society's condemnation for these extraordinary crimes of violence against the person.
- (d) For the purposes of this section, the defendant shall be deemed to remain in prison custody for an offense until the official discharge from custody or until release on parole, whichever first occurs, including any time during which the defendant remains subject to reimprisonment for escape from custody or is reimprisoned on revocation of parole. The additional penalties provided for prior prison terms shall not be imposed unless they are charged and admitted or found true in the action for the new offense.
- (e) The additional penalties provided for prior prison terms shall not be imposed for any felony for which the defendant did not serve a prior separate term in state prison.
- (f) A prior conviction of a felony shall include a conviction in another jurisdiction for an offense which, if committed in California, is punishable by imprisonment in the state prison if the defendant served one year or more in prison for the offense in the other jurisdiction. A prior conviction of a particular felony shall include a conviction in another jurisdiction for an offense which includes all of the elements of the particular felony as defined under California law if the defendant served one year or more in prison for the offense in the other jurisdiction.
- (g) A prior separate prison term for the purposes of this section shall mean a continuous completed period of prison incarceration imposed for the particular offense alone or in combination with concurrent or consecutive sentences for other crimes, including any reimprisonment on revocation of parole which is not accompanied by a new commitment to prison, and including any reimprisonment after an escape from incarceration.
- (h) Serving a prison term includes any confinement time in any state prison or federal penal institution as punishment for commission of an offense, including confinement in a hospital or other institution or facility credited as service of prison time in the jurisdiction of the confinement.
- (i) For the purposes of this section, a commitment to the State Department of Mental Health as a mentally disordered sex offender following a conviction of a felony, which commitment exceeds one year in duration, shall be deemed a prior prison term.
- (j) For the purposes of this section, when a person subject to the custody, control, and discipline of the Director of Corrections is incarcerated at a facility operated by the Department of the Youth Authority, that incarceration shall be deemed to be a term served in state prison.
- (k) Notwithstanding subdivisions (d) and (g) or any other provision of law, where one of the new offenses is committed while the defendant is temporarily removed from prison pursuant to Section 2690 or while the defendant is transferred to a community facility pursuant to Section 3416, 6253, or 6263, or while the defendant is on furlough pursuant to Section 6254, the defendant shall be subject to the full enhancements provided for in this section.

This subdivision shall not apply when a full, separate, and consecutive term is imposed pursuant to any other provision of law.

California Penal Code § 1192.7 -- Limitation of Plea Bargaining

- (a)(1) It is the intent of the Legislature that district attorneys prosecute violent sex crimes under statutes that provide sentencing under a "one strike," "three strikes" or habitual sex offender statute instead of engaging in plea bargaining over those offenses.
- (2) Plea bargaining in any case in which the indictment or information charges any serious felony, any felony in which it is alleged that a firearm was personally used by the defendant, or any offense of driving while under the influence of alcohol, drugs, narcotics, or any other intoxicating substance, or any combination thereof, is prohibited, unless there is insufficient evidence to prove the people's case, or testimony of a material witness cannot be obtained, or a reduction or dismissal would not result in a substantial change in sentence.
- (3) If the indictment or information charges the defendant with a violent sex crime, as listed in subdivision (c) of Section 667.61, that could be prosecuted under Sections 269, 288.7, subdivisions (b) through (i) of Section 667, Section 667.61, or 667.71, plea bargaining is prohibited unless there is insufficient evidence to prove the people's case, or testimony of a material witness cannot be obtained, or a reduction or dismissal would not

result in a substantial change in sentence. At the time of presenting the agreement to the court, the district attorney shall state on the record why a sentence under one of those sections was not sought.

- (b) As used in this section “plea bargaining” means any bargaining, negotiation, or discussion between a criminal defendant, or his or her counsel, and a prosecuting attorney or judge, whereby the defendant agrees to plead guilty or nolo contendere, in exchange for any promises, commitments, concessions, assurances, or consideration by the prosecuting attorney or judge relating to any charge against the defendant or to the sentencing of the defendant.
- (c) As used in this section, “serious felony” means any of the following:
- (1) Murder or voluntary manslaughter;
 - (2) mayhem;
 - (3) rape;
 - (4) sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
 - (5) oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person;
 - (6) lewd or lascivious act on a child under 14 years of age;
 - (7) any felony punishable by death or imprisonment in the state prison for life;
 - (8) any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm;
 - (9) attempted murder;
 - (10) assault with intent to commit rape or robbery;
 - (11) assault with a deadly weapon or instrument on a peace officer;
 - (12) assault by a life prisoner on a non-inmate;
 - (13) assault with a deadly weapon by an inmate;
 - (14) arson;
 - (15) exploding a destructive device or any explosive with intent to injure;
 - (16) exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem;
 - (17) exploding a destructive device or any explosive with intent to murder;
 - (18) any burglary of the first degree;
 - (19) robbery or bank robbery;
 - (20) kidnapping;
 - (21) holding of a hostage by a person confined in a state prison;
 - (22) attempt to commit a felony punishable by death or imprisonment in the state prison for life;
 - (23) any felony in which the defendant personally used a dangerous or deadly weapon;
 - (24) selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of *Section 11055 of the Health and Safety Code*, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of *Section 11055* or subdivision (a) of *Section 11100 of the Health and Safety Code*;
 - (25) any violation of subdivision (a) of *Section 289* where the act is accomplished against the victim’s will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person;
 - (26) grand theft involving a firearm;
 - (27) carjacking;
 - (28) any felony offense, which would also constitute a felony violation of *Section 186.22*;
 - (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of *Section 220*;
 - (30) throwing acid or flammable substances, in violation of *Section 244*;
 - (31) assault with a deadly weapon, firearm, machinegun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of *Section 245*;
 - (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of *Sections 245.2, 245.3, or 245.5*;
 - (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of *Section 246*;
 - (34) commission of rape or sexual penetration in concert with another person, in violation of *Section 264.1*;
 - (35) continuous sexual abuse of a child, in violation of *Section 288.5*;

- (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 12034;
- (37) intimidation of victims or witnesses, in violation of Section 136.1;
- (38) criminal threats, in violation of Section 422;
- (39) any attempt to commit a crime listed in this subdivision other than an assault;
- (40) any violation of Section 12022.53;
- (41) a violation of subdivision (b) or (c) of Section 11418; and
- (42) any conspiracy to commit an offense described in this subdivision.

- (d) As used in this section, “bank robbery” means to take or attempt to take, by force or violence, or by intimidation from the person or presence of another any property or money or any other thing of value belonging to, or in the care, custody, control, management, or possession of, any bank, credit union, or any savings and loan association.

As used in this subdivision, the following terms have the following meanings:

- (1) “Bank” means any member of the Federal Reserve System, and any bank, banking association, trust company, savings bank, or other banking institution organized or operating under the laws of the United States, and any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.
 - (2) “Savings and loan association” means any federal savings and loan association and any “insured institution” as defined in Section 401 of the National Housing Act, as amended, and any federal credit union as defined in Section 2 of the Federal Credit Union Act.
 - (3) “Credit union” means any federal credit union and any state-chartered credit union the accounts of which are insured by the Administrator of the National Credit Union administration.
- (e) The provisions of this section shall not be amended by the Legislature except by statute passed in each house by rollcall vote entered in the journal, two-thirds of the membership concurring, or by a statute that becomes effective only when approved by the electors.

**ATTACHMENT J
TO ENERGY SERVICES AGREEMENT**

[Intentionally omitted]

**ATTACHMENT K
TO ENERGY SERVICES AGREEMENT**

WAIVER AND RELEASE FORM

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

The undersigned has been paid and has received a progress payment in the sum of \$ _____ for labor, services, equipment, or material furnished to Owner on the job located at _____ [Job Description] (the "Project") and does hereby unconditionally and irrevocably waive and release any mechanic's lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent.

This release covers a progress payment for labor, services, equipment, or materials furnished to the Owner through _____ [Date] only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the Parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between Parties based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. If the undersigned has filed with a public agency a U.C.C. Financing Statement evidencing a security interest in equipment delivered or installed in connection with the Project, the undersigned agrees to promptly execute and file with such public agency any documents necessary to terminate the effectiveness of such U.C.C. Financing Statement.

Dated: _____

Contractor
By _____
(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

UNCONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full for all labor, services, equipment, or material furnished to the Owner on the job located at _____ [Job Description] (the "Project") and does hereby unconditionally and irrevocably waive and release any right to a mechanic's lien, stop payment notice, or any right against a labor and material bond on the job, except for disputed claims for extra work in the amount of \$ _____. If the undersigned has filed with a public agency a U.C.C. Financing Statement evidencing a security interest in equipment delivered or installed in connection with the Project, the undersigned agrees to promptly execute and file with such public agency any documents necessary to terminate the effectiveness of such U.C.C. Financing Statement.

Dated: _____

Contractor
By _____
(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

**ATTACHMENT L
TO ENERGY SERVICES AGREEMENT**

CERTIFICATION REGARDING CLAIM

Name of Contractor: _____

Name of Owner: _____

Name of Project: _____

Claim (state any amount and time adjustment requesting: Amount \$ _____
Time _____

The undersigned, whose name and title are stated below, declare the following:

1. The above-listed Contractor has contracted with the above-listed Owner for the Project stated above. I am authorized by Contractor to prepare and did prepare the attached claim for money and/or time extension to Owner regarding the Project. I am the person most knowledgeable at Contractor regarding the attached claim.
2. The attached claim is submitted in compliance with all laws applicable to submission of the 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 with Owner, may lead to fines, imprisonment, and/or other severe legal consequences for myself and/or Contractor.
3. The attached claim does not breach the contract between Contractor Owner for the Project, is not a false claim, does not violate any applicable laws, satisfies all provisions of the contract applicable to the submission of such claim, contains truthful and accurate supporting data, and requests an amount that accurately reflects the adjustments to money and time for which I honestly and in good faith believe that Owner is responsible under the contract.
4. So that I could declare that the statements in this declaration and the attached claim are true and correct, while preparing this declaration and the attached claim, I consulted with others (including attorneys, consultants, or others who work for or are retain by Contractor) when necessary to assure myself that said statements are true and correct.
5. Contractor understands and agrees that any claim submitted without this certification does not meet the terms of the contract and Owner may reject the claim on that basis, and unless Contractor properly and timely files the claim with this 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. This certification is executed on the date stated below.

By: _____

Date: _____

Print Name: _____

Title: _____

**ATTACHMENT M
TO ENERGY SERVICES AGREEMENT**

CONTRACTOR'S PROPOSED DESIGN DOCUMENTS

Section 1 – Lighting Room by Room

Section 2 – Lighting – Technical Appendix

12. PLANNING MATTERS

Board Policy #1180 dealing with building developments directs that the school district is to play a part in the orderly development of the area. This is to be accomplished by having the Superintendent review all notices of subdivisions or building development. In the event the development is considered to have significant impact on the Enterprise Elementary School District, the Superintendent will communicate the District's position to the appropriate governmental agency. Such communications are to be routinely reported to the Board.

The Superintendent will be further responsible for bringing major developments that may have impact upon the District to the attention of the Board of Education to consider whether the Board wishes to take an official position related to the development in question.

Due to notification and meeting schedules of other agencies, it is sometimes difficult to provide input in a timely manner. For this reason, the Board has directed that planning matters be placed on every agenda so they can be considered and acted upon.

Information on specific developments is not available at this time but may be presented at the time of the meeting.

Proposed Action: To Be Determined

13. CLOSING

13.1 Items from the Floor

13.2 Future Meeting Dates

January 10, 2018 - Regular Board Meeting

13.3 Other Important Dates

13.4 Adjournment to Closed Session

14. CLOSED SESSION

a. PUBLIC EMPLOYMENT: SEPHA Aide, CIA Aide, ACE Aide, General District Assistant, Cook, Custodian. [GC § 54957]

b. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE: Leave of Absence Request, Employee#490509 [GC § 54957]

c. LABOR NEGOTIATIONS: [GC § 54957.6]

d. LITIGATION: [GC § 54956.9]

15. RECONVENE OPEN SESSION AND REPORT OF ACTION TAKEN IN CLOSED SESSION

16. ADJOURNMENT