

# Corning Union High School District

## Regular School Board Meeting

***\*Please note that meetings are open to the public again. Facial coverings are required for all in attendance and social distancing measures will be required in compliance with Cal OSHA regulations.***

Date of Meeting: May 20, 2021

Time of Meeting: 5:45 P.M.

Place of Meeting: CUHS Library – Those attending the meeting must wear a facial covering and practice social distancing.

### Agenda

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS Discussion/Action
5. REPORTS

- |     |   |             |
|-----|---|-------------|
| 5.1 | Superintendent Report - Superintendent Jared Caylor | Information |
| 5.2 | Principal Report- CUHS Principal Charlie Troughton  | Information |

#### 6. PUBLIC COMMENT ON CLOSED SESSION OR ITEMS NOT ON THE AGENDA

*Under this item on the Agenda, the public is invited to address the Board regarding items that will be discussed in closed session or on any other matters within its jurisdiction. Individual speakers will be allowed up to 3 minutes to address the Board. The Board shall limit the total time for public input to 20 minutes. Please note that Government Code Section 54954.2(a) limits the ability of Board Members to respond to public comments. In addition, the Board may not take action on any item which is not on this agenda except as authorized by Government Code 54954.2.*

#### 7. ADJOURN TO CLOSED SESSION

##### 7.1 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/RESIGNATION

##### 7.2 CONFERENCE W/ LEGAL COUNSEL – Significant Exposure to Litigation GOVERNMENT CODE 54956.9(D)(2)

##### 7.3 CONFERENCE W/ LABOR NEGOTIATORS

District Representative: Superintendent Caylor  
Employee Organizations: ESP and CITA

#### **7.4 STUDENT EXPULSION HEARING**

California Education Code requires matters that may require the disclosure of confidential student information to be considered in closed session.

#### **8. REOPEN TO PUBLIC SESSION**

#### **9. ANNOUNCEMENT OF ACTION TAKEN IN CLOSED SESSION, IF ANY**

#### **10. CONSENT AGENDA ITEMS**

**Discussion/Action**

*All matters listed under the consent agenda are considered by the Board to be routine and will be enacted by the Board in one motion. Requests by a member of the Board to have any item removed from the consent agenda for discussion will be honored without debate. Requests by the public to have an item taken off the consent agenda will be considered prior to the Board taking action.*

- 10.1 Approval of Annual Board Retreat Meeting Minutes of March 27, 2021**
- 10.2 Approval of Regular Board Meeting Minutes of April 15, 2021**
- 10.3 Approval of Warrants**
- 10.4 Interdistrict Attendance Requests**
- 10.5 Human Resources Report**
- 10.6 Approval of 2020-21 2<sup>nd</sup> Interim Budget Report**
- 10.7 2021-22 Designation of CIF Representative to League**
- 10.8 Surplus Equipment/Obsolete Equipment Form**
- 10.9 Donations Report**

#### **11. ITEMS FOR ACTION AND DISCUSSION**

##### **11.1 Resolution No. 435**

**Info/Action**

*The Board will consider adoption of Resolution No. 435 which is the Governmental 457(b) Plan. This is to establish the 457(b) deferred compensation plan for the benefit of plan participants at the district.*

##### **11.2 Year End Closing Resolution No. 436**

**Info/Action**

*The Board will consider approving the 2020-21 Year End Closing Resolution for the Non Direct Service Districts.*

##### **11.3 Public Hearing on Reopening Plan**

**Info/Discussion**

*The Board will allow for public input on the reopening plan that was approved at their special meeting on August 4, 2020. The requirement for public input on the plan was recently added by the state as the majority of Districts in the state have still not fully reopened.*

##### **11.4 Tehama County Expelled Youth Plan**

**Info/Action**

*The Board will consider approving the Tehama County Plan for Expelled Youth, as written by TCDE staff.*

**11.5 Updated Deferred Maintenance Plan Action**

*The Board will review and approve an updated deferred maintenance plan.*

**11.6 One Time Covid Funds Spending Plan Action**

*CBO Christine Fears will present the Board with a plan for spending one time Covid funds.*

**11.7 Graduation Week Activities Info**

*Superintendent Caylor will update the Board on activities for graduation week in light of the COVID-19 Pandemic.*

**11.8 Approval of Expanded Learning Opportunities Grant Plan Action**

*The Board will consider approval of the Expanded Learning Opportunities Grant Plan which will be presented by CBO, Christine Fears.*

**11.9 Acceptance of Sunshine Items for Negotiations- Action**

*The board will consider the acceptance of the sunshine items for negotiations from the certificated unit, classified unit, and the district.*

**11.10 First Reading of Board Policy (BP) 3515.21 Action**

*The Board will hear the first reading of Board Policy 3515.21 which outlines the guidelines for using Unmanned Aircraft Systems (Drones) in the district.*

**11.11 Approval of Corning Adult School Calendar Action**

*The Board will be asked to approve the Corning Adult School Calendar for the 2021-22 school year.*

**11.12 Approval of Contract w/ Gaynor Telesystems to Upgrade Bell, Paging, and Clock Systems Action**

*The Board will consider approving Gaynor Telesystems to complete the project as the sole responsive bidder.*

**11.13 Appointment of Sandy Cairo from Cairo's Florist to be on the CTE Advisory Committee Action**

*The Board will consider appointing Sandy Cairo to the CTE Advisory Committee as a new member, representing the Ornamental Horticulture pathway.*

**11.14 Resolution #437 – Lease Leaseback for Classroom Sitework** **Action**

*The Board will consider selecting Lakmann Builders Incorporated to complete site work for new classrooms for \$1,346,110 as part of a Lease Leaseback agreement.*

**11.15 Agreement with Stotts & Sons Inc, - House Movers** **Action**

*The Board will consider an agreement with Stotts & Sons Inc. – House Movers to relocate two old portables that will be used for athletic storage.*

**11.16 Change of Regular Board Meeting Dates/Times for June & August** **Action**

*The Board will consider the changing the dates of its regular June and August meetings to 6/18 at 7:00 pm and 8/20 at 7:00 pm. They will also decide when to schedule their second June meeting for budget approval (at least one day after 6/18 meeting).*

**11.17 Future Agenda Items** **Discussion**

*The Board will discuss the need for any future agenda items.*

## **12 ADJOURNMENT**

Request for documents that are public record and are provided at the time of the meeting to a majority of the Governing Board regarding an open session item will be made available for the public inspection upon request to the Superintendent's Office located at 643 Blackburn Avenue, Corning, CA during normal business hours. Any individual that requires disability-related accommodations or modifications, including auxiliary aids and services, in order to participate in the Board meeting should contact the Superintendent's Office. The Board of Trustees recognizes that the district has the primary responsibility to ensure compliance with applicable state and federal laws and regulations governing educational programs. The Board encourages the early, informal resolution of complaints whenever possible and appropriate. The Board has also adopted policy and procedures for resolving complaints which cannot be resolved through an informal process. The Board has designated Jared Caylor, Superintendent as the compliance officer for complaints. All complaints shall be filed at the district office, 643 Blackburn Ave, Corning, CA 96021.

# **Corning Union High School Board Retreat School Board Meeting Livestream for public**

**DATE** March 27, 2021

**TYPE OF MEETING:**  
Board Retreat

**TIME:** 8:00 A.M.

**MEMBERS ABSENT:**  
Scott Patton

**PLACE:** Corning Union High School  
Library

**VISITORS:**

**MEMBERS PRESENT:**  
William Mache  
Todd Henderson  
Jim Bingham, Larry Glover

**SCHOOL DISTRICT REPRESENTATIVES:**  
Jared Caylor, District Superintendent  
Jessica Marquez, Administrative Assistant to Superintendent

## **THE CORNING UNION HIGH SCHOOL -**

- 1. CALL TO ORDER:** The meeting was called to order at 8:01 a.m. by Superintendent Jared Caylor.
- 2. PLEDGE OF ALLEGIANCE:** Superintendent, Jared Caylor asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Superintendent, Jared Caylor asked for a roll call.

Attendance is as follows:

- William Mache
- Todd Henderson
- Larry Glover
- Jim Bingham

#### 4. BUDGET UPDATE:

Superintendent, Jared Caylor shared CBO, Christine Fears was planning to be present to present however, she had a scheduling conflict. Second interim was approved this month and the following are highlights:

Remaining Funds – Approximately 300 K. The district's goal is to expend it and be completely done with these funds by June.

April-June Payroll

June portion of Summer School

Review GF expenditures

Round # 2 of Federal funding would be approved at the end of December at 1.233 million. Round #3 additional 2.744 million.

ESSER II (CRRSA) Resource 3212 LEA Approved Indirect Rate	ESSER III ESTIMATE	In-Person Instruction Resource 7422	Expanded Learning Opportunity Grant 90% Resource 7425	Expanded Learning Opportunity Grant 10% for Paras Resource 7426
03/13/20-09/30/23	to be determined 03/13/20-09/30/23	to be determined **07/01/20-08/31/22	to be determined **07/01/20-08/31/22	to be determined **07/01/20-08/31/22
No Equitable Service Requirement	No Equitable Service Requirement	**expenses incurred beginning with the 20-21 school year per CDE	**expenses incurred beginning with the 20-21 school year per CDE	**expenses incurred beginning with the 20-21 school year per CDE
\$ 1,233,315	2,744,560	401,656	791,413	84,602

State Revenue- Newsom's school re-opening funding is 1.2 million total. This is one time funding at \$5,255.546 (in the next three years).

Superintendent, Jared Caylor shared the following:

#### **ESSER II- \$1,233,315**

##### **USE OF FUNDS:**

Sub Pay for Sick Leave due to COVID  
Coordination or improvement of Preparedness/response efforts  
Providing Admin with resources  
Address unique needs of UPP/SPED students  
Planning/Coordinating closures/distance learning  
Staff Development  
PPE Supplies/Cleaning – repairs or improvements to reduce risk of virus.  
Education Tech/Assistive Tech  
Mental Health

Expend by 9/30/203- FY 23/24

#### **ESSER III- \$2,744,560**

##### **USE OF FUNDS:**

ESSER I and II allowable uses  
20% for learning loss  
Align to public health guidelines  
Extended learning including evidence based summer, after school and tutoring approaches  
Developing, stabilizing, diversifying the educator workforce  
Support for social, emotional and mental health needs including coordination with community based assets

**REQUIREMENTS:**

Bill requires district to publish a reopening plan within 30 days of receiving the funds. If already adopted, applies as long as district allowed for public comment

Expend by 9/30/2023 – FY 23/24 with a possible one year extension.

**IN-PERSON INSTRUCTION**

\$401,656

**USE OF FUNDS:**

- 85% must be used for any purpose consistent with providing in-person instruction including but limited to:
- Covid testing
- Cleaning/Sanitation/PPE
- Ventilation and school site upgrades necessary for health/safety
- Salaries for Certificated/ Classified employees providing in person instruction or services
- Social and mental health support

**EXPANDED LEARNING OPPORTUNITY GRANTS (ELO)**

**ELO 90%**

\$791,413

**USE OF FUNDS:**

- Must implement a learning recovery program
- Extending instructional time
- Accelerating progress to close learning gaps
- Integrated pupil supports
- Community learning hubs
- Supports for credit deficient pupils
- Additional academic services
- Training for school staff

**ELO 10%**

\$84,602

**USE OF FUNDS:**

- Must be spent on Paraprofessionals

Requirements are to adopt a plan by June 1, 2021 detailing the use of funds. Expend by 8/31/22- FY 21/22

Board Clerk, Jim Bingham discussed the end of Distance Learning (DL) and when the district thought that it would no longer be offered. Superintendent, Jared Caylor shared that the district plans to meet the needs of the families. This will probably be allowed again and the district will have the options available to students however, will not encourage Distance Learning.

**Long Term Debt**

	Term	Loan Origination	Beginning Loan	Amount Owed	Paid Annually	Principal	Interest	Final Payment	Estimated Savings
Solar	17 years	12/30/2014	2,864,000	2,152,170	180,000	148,475	31,525	12/30/2031	0
2019 Bus Loan	5 years	10/15/2019	366,000	225,661	77,145	71,469	5,676	11/15/2023	17,126
2017 F-250 Maint	5 years	3/6/2018	30,260	12,893	7,015	6,133	1,338	3/6/2022	11,450
				2,390,523	264,160	226,077	38,539		28,576

1. Solar, Bus loans and F-250 maintenance loan.
2. Bus Replacement- Last 7 years.

\* Estimated cost of new bus is \$185,000-\$200,000

- Next Bus to be replaced – Bus 2 – 18 years old (Not being used for Routes)
- Average Bus lasts 15-20 years depending on changes/requirements
- By 2030 – Plan to replace Bus 22-25 – Estimated Cost \$740-800K
- 10 year plan - \$80,000 transferred to Fund 15 annually
- Ability to purchase individual bus as funds are available if enrollment/routes increase



**Fund 15- Bus Replacement  
CURRENT FLEET**

1997	303876	Blue Bird	1BAANB7A6VF073033	21	Replacing with Electric Bus
2003	196735	Blue Bird	1BABNBXA53F207886	2	Only used for training
2014	43314	Blue Bird	1BABNBXA9EF296705	22	
2015	32376	Blue Bird	1BABNBXA2FF305753	23	Field Trip Bus
2015	61978	Blue Bird	1BABNBXA4FF305754	24	
2015	54512	Blue Bird	1BABGNCA6FF305751	25	
2019	2465	IC	4DR8WTAR9KB097692	26	
2019	3268	IC	4DR8WTAR0KB097693	27	
2020		Electric Bus	Ordered with grant funds		

Board Clerk, Jim Bingham asked for clarification on replacement (reasons needed) and if the 15-20 year life expectancy is due to maintenance reasons. Superintendent, Jared Caylor confirmed and shared that the purchases in 2015 were due to environmental regulation.

**OPEB (Other-Post Employment Benefits)**

**TRUST FUND**

Superintendent, Jared Caylor shared the following:

Auditors often share information on OPEB. The district has created post liability – benefits to retired employees. These funds are directly taken out of the current budget.

There was discussion of investing in a trust to avoid payment from the general fund. The only drawback with this is that the funds can only be used for post/retirement benefits. They cannot be pulled out only drawn down.

Board Member, Todd Henderson wanted to know who would be in charge and run the trust for the district. The discussion was that this would be someone like Eric Moxon with Stifel. This is something that the auditors advise public institutes to consider. The discussion continued and the Board agrees that the debt should be paid off first before investing in one of these accounts. The Board is open to receiving more information on this and Superintendent, Jared Caylor will schedule to have someone, such as Eric come to speak with the Board about these option.

**OPEB Funding Options:**

- Option A: Continue Pay-as-you-go
  - Rely on current & future years operating budget
- Option B: Establish trust without contributions
  - FREE to join; no assets = no fees charged
  - Create funding policy in future years budget planning cycle
- Option C: Establish trust + contribute
  - FREE to join
  - Agency establishes funding policy and starts contributing

**Option D: Establish Fund 20  
Special Reserve Fund for Post Employment Benefits**

## Deferred Maintenance Projects

2021-22	
Beginning Balance	\$198,427
Contribution	\$300,000
Ending Balance	\$355,827

Project	Cost
Parking Lot Resurface	\$16,500
Athletics Fertilizer/Seed/Herbicide	\$7,500
Athletics Chalk/Paint	\$3,500
Athletics Infield Mix	\$2,000
Track Maintenance (Year 3)	\$20,000
Annual Bleacher Repairs	\$5,000
Painting Supplies	\$19,000
Chemical Services (SDS)	\$1,000
Student Desks/Chairs	\$25,000
Perimeter Landscaping	\$1,000
Water Cooler Filters	\$700
Erosion Work on Marguerite	\$1,000
Stadium Weed Control	\$2,100
Vinegar Weed Control	\$800
Palm Tree Pruning	\$1,000
Second Half Office Carpet	\$8,000
Portable Stage	\$3,500
Kitchen Fire Door	\$15,000
Varsity Baseball Field Drainage	\$10,000

2022-23	
Beginning Balance	\$355,827
Contribution	\$250,000
Ending Balance	\$84,227

Project	Cost
Parking Lot Resurface	\$17,000
Athletics Fertilizer/Seed/Herbicide	\$7,500
Athletics Chalk/Paint	\$3,500
Athletics Infield Mix	\$2,000
Track Maintenance (Year 4)	\$20,000
Annual Bleacher Repairs	\$5,000
Painting Supplies	\$19,000
Chemical Services (SDS)	\$1,000
Student Desks/Chairs	\$25,000
Perimeter Landscaping	\$1,000
Water Cooler Filters	\$700
Erosion Work on Marguerite	\$1,000
Stadium Weed Control	\$2,100
Vinegar Weed Control	\$800
Palm Tree Pruning	\$1,000
Replace North Gym Boiler	\$12,500
Ag Building Power Addition	\$153,000
Ag Restrooms	\$10,000
Shot Put Discus Pad	\$2,000
New John Deere 1600 Mower	\$39,000
Cafeteria Kitchen Upgrade	\$100,000

2023-24	
Beginning Balance	\$84,227
Contribution	\$175,000
Ending Balance	\$177,527

Project	Cost
Parking Lot Resurface	\$17,000
Athletics Fertilizer/Seed/Herbicide	\$7,500
Athletics Chalk/Paint	\$3,500
Athletics Infield Mix	\$2,000
Track Maintenance (Year 5)	\$20,000
Annual Bleacher Repairs	\$5,000
Painting Supplies	\$19,000
Chemical Services (SDS)	\$1,000
Student Desks/Chairs	\$5,000
Perimeter Landscaping	\$1,000
Water Cooler Filters	\$700
Erosion Work on Marguerite	\$1,000
Stadium Weed Control	\$2,100
Vinegar Weed Control	\$800
Palm Tree Pruning	\$1,000
Stadium Lights	\$105,000
South Gym HVAC	\$85,000

2024-25	
Beginning Balance	\$177,527
Contribution	\$175,000
Ending Balance	\$270,827

Project	Cost
Parking Lot Resurface	\$17,000
Athletics Fertilizer/Seed/Herbicide	\$7,500
Athletics Chalk/Paint	\$3,500
Athletics Infield Mix	\$2,000
Track Maintenance (Year 6)	\$20,000
Annual Bleacher Repairs	\$5,000
Painting Supplies	\$19,000
Chemical Services (SDS)	\$1,000
Student Desks/Chairs	\$5,000
Perimeter Landscaping	\$1,000
Water Cooler Filters	\$700
Erosion Work on Marguerite	\$1,000
Stadium Weed Control	\$2,100
Vinegar Weed Control	\$800
Palm Tree Pruning	\$1,000

2025-26	
Beginning Balance	\$270,827
Contribution	\$175,000
Ending Balance	\$364,127

Project	Cost
Parking Lot Resurface	\$17,000
Athletics Fertilizer/Seed/Herbicide	\$7,500
Athletics Chalk/Paint	\$3,500
Athletics Infield Mix	\$2,000
Track Maintenance (Year 7)	\$20,000
Annual Bleacher Repairs	\$5,000
Painting Supplies	\$19,000
Chemical Services (SDS)	\$1,000
Student Desks/Chairs	\$5,000
Perimeter Landscaping	\$1,000
Water Cooler Filters	\$700
Erosion Work on Marguerite	\$1,000
Stadium Weed Control	\$2,100
Vinegar Weed Control	\$800
Palm Tree Pruning	\$1,000

### Out 3 years

1. Stadium lights
2. S. Gym (central air- power upgrades)
3. Athletic Storage- ties to the power upgrades)

Board Member, Todd Henderson shared that he would like the Board to make the facilities a priority, even if it means that more focus is placed on this instead of the Ranch and other items. Board Clerk, Jim Bingham agrees that facilities should be made a priority by the CUHSD Governing Board.

**Other Considerations:**

- Ongoing health/safety costs
- Ongoing staff costs (extra and/or compensation/benefits)
- Master Facilities Plan (Planning)
- Master Facilities Plan (Implementation)
- Athletic Needs - Justine Felton has created a list. The scoreboard is one of the priorities.
- Other

Superintendent, Jared Caylor would like the Board to consider approving a Master Facilities plan. This would be a great asset to the district to help prioritize and plan for future facility plans/upgrades.

There was discussion regarding the football stadium grass, soccer fields and lighting. The Board would like to consider upgrades to the soccer field and are willing to look at other districts for ideas. The Board would like to make this part of the master facilities plan. No decisions were needed at the time however, this is a district priority.

Board President, Bill Mache discussed security on main campus and at Centennial High School. He visited Centennial and that campus is wide opened. He shared that anyone can walk on to the campus. Superintendent, Jared Caylor shared that Officer Pryatel is a continued asset to the district with this regard and has helped with main campus.

Break 9:05-9:12

**5. GOVERNANCE  
HANDBOOK:**

Superintendent, Jared Caylor shared the following highlights:

CUHSD contracted with California School Boards Association (CSBA) Consultant interviewed each Board Trustee and Superintendent prior to workshop.

Conducted one day, four hour workshop with primary goal of developing a governance handbook that included the following:

**Unity of Purpose**

Roles and Responsibilities- elected officials

Positive Governance Team Culture

Supportive Structures and Processes

\*Protocols

1. Focus on appropriate ways to respond to complaints.
2. How to properly add an agenda items.
3. Public agenda requests.
4. Visit campus.
5. Board packets and what is contained in each packet.

There was a discussion regarding the weekly board update which Superintendent, Jared Caylor sends to the Governing Board each week and the monthly board packet summary which is sent before each Board Meeting. In past practices, the Superintendent recommended approval on particular items however, Superintendent, Jared Caylor does not follow this practice anymore. There was a discussion that this is helpful and was not taken in a way that the Board needs to agree with the recommendation. This is well received either way and the Board appreciates the help and insight on certain topics.

**Next Steps to consider include:**

1. Are there other protocols we need to develop?
2. Are there changes that need to be made to other portions of the handbook?
3. Do we want to hire an outside consultant do facilitate this process with us again?

The Board discussed that creating a list and possibly having someone from CSBA or another retired Superintendent visit would be recommended. Superintendent, Jared Caylor will follow up on this item.

**6. STRATEGIC  
PLANNING/LCAP/  
DISTRICT  
PRIORITIES:**

Superintendent, Jared Caylor shared the LCAP is legally mandated and in the next few months, it will be finalized and brought to the Board for approval in June.

1. Board review previous LCAP, strategic planning feedback, and previous priorities established by Board
2. Board directs Superintendent to include any new items that are missing from current lists, remove priorities/goals that are no longer relevant
3. Superintendent holds meetings with parents, DELAC, Site Council, updates LCAP
4. Superintendent shares draft LCAP w/ staff (including bargaining groups), updates draft
5. Board reviews and approves LCAP at June meeting

**Goals Include**

- Increase the number of students who are prepared for all post-secondary opportunities they choose to pursue
- Create a safe and well-maintained learning environment that promotes respect and responsibility among students

Goals were briefly reviewed since Larry Glover was not on the Board when these were last discussed.

#### Goal #1

1. Attract and retain highly qualified teachers
2. Provide academic support through counselors, paras, library, career center, and school psychologist
3. Provide instructional materials for A-G and CTE standardized courses, and academic interventions
4. Provide college/career assessments such as the SAT, ACT, and AP tests
5. Provide CTE equipment and tech
6. Provide highly qualified staff to instruct and support ELD classes
7. Provide materials for ELD classes
8. Provide training and support for ELD staff
9. Provide an English Learner counselor
10. Provide credit recovery options through HSSL, summer school, continuation school, and ISP
11. Monitor, evaluate, and assess the progress toward implementation of standards
12. Provide technology to monitor the implementation of those standards

#### Goal #2

1. Provide opportunities for parent involvement via DELAC, native language support, Aeries, and translation services
2. Provide a variety of course offerings
3. Provide attendance monitoring and intervention through personnel, SIS, tech support, and admin support
4. Provide programs and services to monitor and support students
5. Provide transportation (home to school)
6. Provide food services for breakfast/lunch
7. Incorporate attendance goals in IEP's
8. Contract outside agency support
9. Provide programs and services for intervention
10. Provide materials and supplies needed to keep facilities in good repair
11. Provide necessary utilities to keep District running and in good repair
12. Develop a long term plan to upgrade facilities

Board President, Bill Mache asked to clarify if tassels were still being awarded at graduation. Superintendent, Jared Caylor shared that they were still being awarded. A discussion was held regarding pathways. The school district is measured by the State however, the district finds value to incentivize a path and recognize student achievement.

### School Operations – Summary of Staff Discussion

- CUHS Dress Code - Generally pleased with current dress code, minor changes suggested, need for ongoing consistent enforcement
- Electronic Device Policy - Staff generally like policy as is (no use during school day except w/ permission), need more clarification on wearables
- Faculty/Staff Dress Code - suggested general dress code from staff, potentially add to future employee handbook
- Bell Schedule - Different departments have different desires when it comes to the bell schedule. Still working on this with staff, currently evaluating what it will be next year. Goal remains to allow students to participate in work experience, apprenticeships, and/or internships during the school day
- District Communication - Staff generally appreciative of communication (newsletter, meetings, emails, etc). Would like more up to date information on new staff members, or when emergencies occur on campus.
- Student Discipline - no needed adjustments
- School Safety - Staff identified gates on the perimeter of campus as potential obstacles to evacuation, the District is working to standardize gate locks
- HR Policies/Processes - Concerns w/ bias in hiring process seem to be improving. There was discussion on the selection of interview panels, employee relations committees, and mandatory trainings

- Budget - There was some discussion on fines and how that revenue is used. Departments were advised to request replacement costs of lost items in their annual budget as fine revenue is deposited back into the general fund

There was a discussion regarding the possible bell schedule change. The two main conflicting interest are longer and shorter periods. This conflict is depending on certain class needs. There was a discussion on work experience/ job placement and the current schedule and rotation which makes it difficult for businesses to work with our students. There was a further discussion of options, one included having 6 periods with the exception of Mondays, having 4 periods. The rotating schedule would be same every week. There would be a total of 28 periods per week. The Minimum day needs were discussed and whether or not collaboration is needed every Monday. There was a discussion of decreasing the minutes every day and this is something that Superintendent Jared Caylor would like to look into more and have continued feedback from the Board.

### **Interventions/MTSS Summary of Staff Discussions**

- Supporting Students w/ IEP's - Identified current programs and need for ongoing PD. Specifically around the IEP process, language, and legal considerations
- Supporting Students w/ 504 Plan - Similar feedback to IEPs, need more communication between support staff, counselors, and teachers on accommodations for these students
- Supporting EL Students - Group identified need for PD, to sustain current path
- Supporting Students that are Victims of Trauma - Teachers need support managing behaviors (sleeping, acting out, lack of motivation, etc), support staff need more training
- Special Education - Legal - Staff would like to know more about how discipline works related to students w/ IEP's, also would like to know more about mandated reporting process (not Special Ed only)
- Special Education - Funding - Staff seemed to think this can be handled at the District level as we are never fully funded for special education, so the goal is always to keep general fund costs down
- Social Emotional Learning - There was plenty of discussion around this. Teachers and other staff want to know more about how to work with students who are struggling. There was also talk about how to support parents/families more proactively, and how we can utilize our social media, newsletters, etc to provide more support and outreach

### **College Career Readiness Summary of Staff Discussions**

- Promoting CTE - Need for more promotion of CTE programs with students prior to counseling appointments to schedule classes, creation of promotional videos/materials, increased outreach to ELD and special populations
- Promoting A-G - This is promoted more than CTE, but both need more promotion
- Increased Use of Rodgers Ranch - suggestions made for more community activities, need better blocks of time for more students to access Ranch, staff need support scheduling transportation
- CTE Facilities - two primary needs identified: dedicated classroom for Health, modernization of shop facilities
- Internships/Off Site Job Placements - Strong consensus that students need greater opportunities in this area *during the school day*. Barriers include the bell schedule, finding solid business connections, transportation for students, and age limitations in

certain sectors

- Grad Requirement: PE - Consensus that a 4 year requirement is overall more positive for students than negative, but may need to explore expansion of PE waivers to allow students more flexibility as upperclassmen
- Grad Requirement: Math - A lot of discussion, but consensus was staff believe a third year of math is positive and should NOT be satisfied by a CTE capstone, if anything staff seemed supportive of increasing the requirement to 4 years and allowing the 4th year to be satisfied by CTE

### **Curriculum, Instruction & Assessment Summary of Staff Discussions**

- Increasing Rigor - Academic teachers had a robust discussion on the definition of rigor, what a rigorous classroom should look like, and what barriers exist to rigorous coursework. They also identified eight specific steps for follow up on this topic
- Improving A-G Completion Rate - Most staff agreed that this does not need to be an area of focus for the District right now, but should be balanced with other post secondary preparation
- Grading Policies - After another lengthy discussion, this group recommended that departments all meet to discuss specific criteria used for grading and then be able to communicate that consistently with students/families.
- Collection and Use of Data - While local data collection is occurring in departments and classrooms, the District needs to settle on some type of student achievement data system to better track progress
- Common Assessments - Used to a varying degree based on department, perhaps can be more consistent with end of term assessments, that are then uploaded into data system
- Modernizing Student Library - There was discussion about reconfiguring library space to allow for a conference/professional development meeting area that could double as a digital resource area for classrooms.
- AVID - With the school having adopted an AVID approach, we have established a leadership team and elective course to help maintain and grow a college going attitude among our students

There was a discussion about A-G Requirement, Graduation Requirements, CTE and Math Requirements. Board Member, Todd Henderson feels that 2 years of math is fine and there is no need to raise the Math Requirement. There was also discussion with regard to Collaboration Time, PE Waivers and Math Requirements.

#### **7. PUBLIC COMMENT ON CLOSED SESSION:**

There was none.

#### **8. ADJOURN TO CLOSED SESSION:**

The Board adjourned to closed session at 11:07 a.m.

#### **9. REOPEN TO PUBLIC SESSION:**

The Board reopened to public session at 12:50 p.m.

**10. ANNOUNCEMENT  
OF ACTION TAKEN  
IN CLOSED SESSION:**

No action was taken.

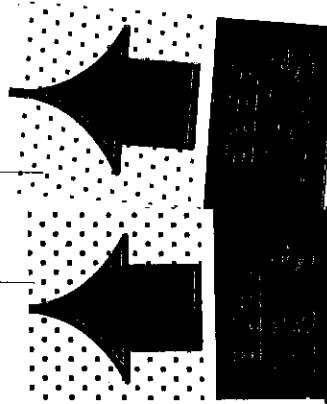
**11. ADJOURNMENT:**

The meeting adjourned at 12:51 p.m.

**Approved**

\_\_\_\_\_  
William Mache, President

\_\_\_\_\_  
James Bingham, Clerk





# Corning Union High School Regular School Board Meeting

**DATE** April 15, 2021

**TYPE OF MEETING:**  
Regular

**TIME:** 5:45 P.M.

**MEMBERS ABSENT:**  
None

**PLACE:** Corning Union High School  
Library

**VISITORS:**  
None

**MEMBERS PRESENT:**

William Mache  
Todd Henderson  
Jim Bingham, Scott Patton  
Larry Glover

**SCHOOL DISTRICT REPRESENTATIVES:**

Jared Caylor, District Superintendent  
Charlie Troughton, CUHS Principal  
Jason Armstrong, Associate Principal  
Justine Felton, Associate Principal  
Christine Fears, Chief Business Officer  
Jessica Marquez, Administrative Assistant to Superintendent

**THE CORNING UNION HIGH SCHOOL -**

- 1. CALL TO ORDER:** The meeting was called to order at 5:45 p.m. by Superintendent Jared Caylor.
- 2. PLEDGE OF ALLEGIANCE:** Superintendent, Jared Caylor asked the Board and audience to stand for the flag salute.
- 3. ROLL CALL:** Superintendent, Jared Caylor asked for a roll call.

Attendance is as follows:

- William Mache
- Todd Henderson
- Larry Glover
- Scott Patton
- Jim Bingham

#### 4. APPROVAL OF AGENDA/REORDERING OF AGENDA/ADDITION OF ITEMS:

A motion was made by Bill Mache and seconded by Todd Henderson to approve the agenda.

Superintendent, Jared Caylor shared that there were no changes to the agenda however, there were 2 items that were not included in the packets which were provided to the Board at this meeting. The CUHSD Audit and Bond Audit was not received until this week after the packets were mailed.

There being no further discussion, the Board voted unanimously to approve the agenda.

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
William Mache	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Scott Patton	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>

#### 5. REPORTS:

##### 5.1 SUPERINTENDENT REPORT:

Superintendent, Jared Caylor shared the following:

1. Gavin Newsom announced that as of June 15<sup>th</sup> all counties will be able to re-open (tiered systems will be gone). Next fall, all schools will be able to be opened 5 days per week.
2. The district hopes to have more clarification in June at budget adoption.
3. There will likely still be mask requirements and public health measures to follow.
4. There will be full time/in person instruction with Cal/OSHA requirements and guidelines.
5. Off campus instruction will be made available however it will have prerequisites in hopes to have more students in person.

There was discussion about the current Distance Learning totals which is at about 27% right now. Board Member, Larry Glover asked if Cal/OSHA could just show up and do a walk thru. Superintendent, Jared Caylor shared that this is a possibility and that the district had to work with them this school year. They had received communication and followed up with the district to ensure that COVID related procedures were being handled correctly. Board Member, Scott Patton suggested that the district reaches out to that person in an attempt to build a positive relationship with them ahead of time.

**The New Bell System-** If the projects is anticipated to be under \$200,000 it goes through an informal bid process. This project is expected to be approximately 130K range. Director of Technology, Dave Messmer is working on writing up the specifications. There is a CUPCCAA List which is kept and then all of the vendors will be notified and can reply.

There is a resolution for approval later in the meeting. The district has invested heavily over the past 8 years in tech and network infrastructure.

**Speech Therapy Services-** There will be contracts and MOU's for approval over the next few months. Having a speech therapist is required by law and the need has grown over the years. The options are to contract with SELPA and Private Companies. The lists are growing and it is becoming hard to find them. There are many factors why. The Industry and licensing requirements are some factors and the prices are now high and the services are affected. The district is moving away from Full Circle out of Chico and is working with Red Bluff High School to contract services for a few days per week. If this does not work out, the district will have to hire privately and this will likely cost more. The therapist will likely be out of the area, however the positive take is that the services will probably be of better quality than are currently being offered.

**Graduation-** June 3rd is Centennial High School's Graduation and June 4<sup>th</sup> is CUHS High School's Graduation.

Current State Guidelines- 25% Capacity  
June 15<sup>th</sup>- Tier system goes away.

There is the question of whether the Board should consider postponement until the 15<sup>th</sup> of June. There are 197 potential graduates at main campus. Some discussion included:

1. Accommodating families and student's needs.
2. Placing students in the bleachers and families in the stadium.
3. Use of a voucher system which is working well for athletics.
4. Following Public Health Guidelines.
5. Sober Grad which will be held at New Life Assembly.

Superintendent, Jared Caylor shared that the Admin team will work on the capacity and share the information with the Board for feedback.

The enrollment report is available for viewing online however, was not discussed as part of the report this month.

**6. PUBLIC COMMENT  
ON CLOSED SESSION:**

There was none.

**7. ADJOURN TO  
CLOSED SESSION:**

The Board adjourned to closed session at 6:11p.m.

**8. REOPEN TO PUBLIC  
SESSION:**

The Board reopened to public session at 6:30 p.m.

**9. ANNOUNCEMENT  
OF ACTION TAKEN  
IN CLOSED SESSION:**

No action was taken.

**10. CONSENT AGENDA  
ITEMS:**

A motion was made by Scott Patton and seconded by Bill Mache to approve the consent agenda items.

The vote is as follows:

Larry Glover	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
William Mache	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Todd Henderson	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Scott Patton	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>
Jim Bingham	Aye: <u>  X  </u>	No: <u>      </u>	Absent: <u>      </u>	Abstain: <u>      </u>

positions which was

Superintendent, Jared Caylor acknowledged Principal Charlie Troughton and Associate Principal Jason Armstrong for the change in

shared in the staff meeting today and noted on the HR report. This change will take effect as of 7/1/21.

**10.1 REGULAR  
MINUTES:**

Approval of Board Minutes of March 18, 2021

**10.2 APPROVAL  
OF WARRANTS:**

40212437-40212545, 40212546-40212571, 40212572-40213062  
40213062-40213081, 40213082-40213225, 40213226-40213245

**10.3 INTERDISTRICT  
ATTENDANCE  
REQUEST:**

Christopher Brown II, Kristin Brown, Gracelyn Hayes,  
Avery Adiego, Vanessa Pishek

**10.4 HUMAN  
RESOURCES  
REPORT:**

Human Resources Reports is as follows:

Nate Borer Change	CCR Life Work Prep	7/1/21	Transfer from Skills Center to CCR
Sarah Trammell	Art Teacher	7/1/21	New Position
Pedro Jimenez	Skills Center Teacher	7/1/21	New Position
James Dodge	Social Science Teacher	7/1/21	New Position
Anthony Carrillo	Social Science Teacher	7/1/21	New Position
Carly Martinez	Centennial Counselor	7/1/21	New Position
Charlie Troughton	Associate Principal III	7/1/21	Change Position
Jason Armstrong	CUHS Principal	7/1/21	Change Position

**10.5 WILLIAMS  
QUARTERLY  
REPORT:**

No complaints were filed with any school in the district during the quarter indicated.

**10.6 SURPLUS  
EQUIPMENT/  
OBSOLETE  
EQUIPMENT  
FORM:**

Textbooks no longer used in History/Social Science/CTE classes- dispose  
Delta Mortiser Machine - Sell  
Delta Drill Press- Sell  
Delta 14' Band Saw- Sell  
Rockwell/Delta Lathe - Sell  
Dishes- Sell or dispose  
Sewing Items- Sell or dispose

**11. ITEMS FOR  
ACTION  
AND DISCUSSION:**

**11.1 PAY OFF BUS  
& MAINTENANCE  
TRUCK LOANS:**

A motion was made by Todd Henderson and seconded by Larry Glover to approve the early pay off for loans on buses and a maintenance truck. The total balance on these loans is \$238,353 and will save the district \$28,576 in interest over the next 2 ½ years.

There being no further discussion, the Board voted unanimously to approve the early pay off.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**11.2 REVIEW TERMS  
AND PAYOFF PLAN  
OF RODGERS  
ENDOWMENT  
LOAN:**

A motion was made by Todd Henderson and seconded by Scott Patton add this item to the agenda next month. There was discussion about three options.

Option #1 Currently pay \$2,5000 per month - Ranch  
Pay off loan in 2028 \$17,348 .54 in interest.

Option #2 Increase Monthly to \$5,000 per month from General  
Fund/Ranch Fund.

Option#3 Pay off loan using General Fund Dollars.

Board Member, Jim Bingham likes option #3. Superintendent, Jared Caylor shared that the district would like to try to pay off the loans also and will have this item placed on the next agenda for final action. There being no further discussion, the Board voted to add this item to the next agenda in May.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**11.3 REVIEW &  
UPDATE  
DEFERRED  
MAINTENANCE  
PLAN:**

A motion was made by Scott Patton and seconded by Todd Henderson to approve to table this item to the next meeting held in May. There being no further discussion, the Board voted unanimously to approve.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**11.4 GOVERNANCE  
HANDBOOK  
CONSULTANT:**

A motion was made by Bill Mache and seconded by Larry Glover to approve the workshop which was arranged by Superintendent, Jared Caylor. Details include:

1. May 8<sup>th</sup> will be the workshop- 8-4:30 with lunch provided.
2. Consultant is Fred Van Cleck, Ed. D., Superintendent of Eureka City Schools.
3. Protocol and Implementation.
4. Cost is approximately \$3,000.

There being no further discussion, the Board voted unanimously to approve the workshop on May 8th.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**11.5 RODGERS  
RANCH PROJECTS  
UPDATES:**

Superintendent, Jared Caylor shared the following:

Olive Orchard – test hole for well is scheduled as Board Member Jim Bingham suggested.

Legal Counsel was contacted regarding why the process is different for schools than a private farmer. The answer was that people go through the County which acts as the lead agency.

The best case scenario is a negative declaration. If we do not receive one, we will have to go through a full review.

Bridge- Waiting on the engineers for additional information.

Trail- Natural Resource Teacher, Dave Tinker shared some information and photos with Superintendent Jared Caylor. These displayed changes

from 1938, 1998 and current. The width of the channel has changed over the years. There were also photos of birds, plants, insects, signs and possible suggestions for the trail at Rodgers Ranch.

#### **11.6 RESOLUTION NO. 434:**

A motion was made by Scott Patton and seconded by Todd Henderson to approve Resolution No. 434 to secure materials and services for the the new bell system.

There being no further discussion, the Board voted unanimously to approve Resolution No. 434.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

#### **11.7 2019/20 AUDIT REPORT:**

A motion was made by Bill Mache and seconded by Todd Henderson to approve the 2019/20 Audit Report which showed no findings.

There being no further discussion, the Board voted unanimously to approve the 2019/20 CUHSD Audit Report.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

#### **11.8 2019/20 BOND AUDIT REPORT:**

A motion was made by Todd Henderson and seconded by Scott Patton to approve the 2019/20 Bond Audit Report which showed no findings. There being no further action, the Board voted unanimously to approve the 2019/20 CUHSD Bond Audit Report.

The vote is as follows:

Larry Glover	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
William Mache	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Todd Henderson	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Scott Patton	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____
Jim Bingham	Aye:	<u>X</u>	No:	_____	Absent:	_____	Abstain:	_____

**11.9 FUTURE  
AGENDA  
ITEMS:**

The following items will be placed on the next regular scheduled agenda:

1. Review Terms and Payoff Plan of Rodgers Endowment Loan.
2. Review and Update Deferred Maintenance Plan.

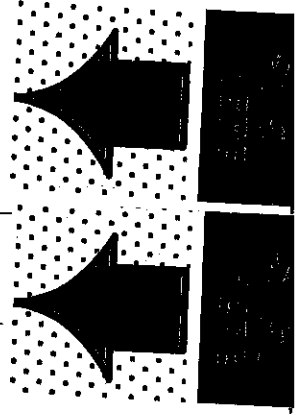
**12. ADJOURNMENT:**

The meeting adjourned at 7:00 p.m.

**Approved**

\_\_\_\_\_  
William Mache, President

\_\_\_\_\_  
James Bingham, Clerk





Register 000965 - 03/29/2021

Bank Account COUNTY - COUNTY

Payment Id	Comment	Check Amt	15,138.00	Status	Cleared	U.S. BANK CORPORATE PAYMENT SYSTEM (000681/1)	
Check # 40213821	01						
0693-031221-JF	POSTAGE - COVID TESTING					01-3210-0-1110-1000-4300-410-000-000	41.10
0701-022621-JD	CCEA CONFERENCE 4/16/21-4/18/21					01-4126-0-3200-1000-5200-411-000-000	1,857.00
0701-030521-01-JD	CCEA CONF SAN DIEGO 4/16/21-4/18/21					01-4126-0-3200-1000-5200-411-000-000	268.85
0701-030521-02-JD	CCEA CONF SAN DIEGO 4/16/21-4/18/21					01-4126-0-3200-1000-5211-411-000-000	12.10
0701-030521-03-JD	CCEA CONF SAN DIEGO 4/16/21-4/18/21					01-4126-0-3200-1000-5200-411-000-000	268.85
0701-030521-03-JD	CCEA CONF SAN DIEGO 4/16/21-4/18/21					01-4126-0-3200-1000-5211-411-000-000	12.10
0735-022621-SM	COSTCO - SNACK BAR ITEMS					13-5310-0-0000-3700-4700-410-000-000	605.26
0735-030521-SM	COSTCO - SNACK BAR ITEMS					13-5310-0-0000-3700-4700-410-000-000	584.23
0735-032021-SM	COSTCO - SNACK BAR ITEMS					13-5310-0-0000-3700-4700-410-000-000	488.84
3114-031721-AJ	MEMBERSHIP AND CONFERENCE FEES					01-4126-0-1222-1000-5200-410-000-000	344.00
3148-012321-BS	2021 CLTA VIRTUAL CONF					01-4203-0-4760-1000-5200-410-000-000	475.00
4118-022221-AT	FEBRUARY - FOOD/NUTRITION CLASS					01-1100-0-6141-1000-4300-410-000-310	220.59
4118-030121-AT	MARCH - FOOD/NUTRITION CLASS					01-1100-0-6141-1000-4300-410-000-310	212.71
4118-030821-AT	MARCH - FOOD/NUTRITION CLASS					01-1100-0-6141-1000-4300-410-000-310	211.55
4118-031621-AT	MARCH - FOOD/NUTRITION CLASS					01-1100-0-6141-1000-4300-410-000-310	190.14
5762-022421-BL	MOWER DECK BLADES					01-8150-0-0000-8100-4300-410-000-000	98.92
5762-022621-BL	TRASH CAN LIDS					01-8150-0-0000-8100-4300-410-000-000	350.41
5762-030921-BL	VALVES FOR AG SINKS					01-8150-0-0000-8100-4300-410-000-000	109.26
5762-031221-BL	POSTAGE					01-8150-0-0000-8100-4300-410-000-000	105.06
5779-022521-HF	WORKABILITY PROJECT					01-6520-0-5760-1110-4300-410-000-000	85.18
5779-030921-HF	CARES OFFERING					01-3220-0-1110-1000-5800-410-000-000	1,500.00
5779-032021-HF	ANIME CLUB MONTHLY COST					01-4124-0-1135-1000-5800-410-000-200	5.99
6342-022621-AB	PEAR DECK SUBSCRIPTION (19 TEACHERS)					01-3220-0-1110-1000-5800-410-000-000	149.99
6342-022621-ED	CHICKEN EGGS FOR HATCHING					01-1100-0-6101-1000-4300-410-000-303	116.90
6342-030221-DP	RIKON BAND SAW					01-0650-0-6104-1000-4400-410-000-313	2,583.85
6342-030321-NB	PREZI SUBSCRIPTION - BORER					01-6387-0-6100-1000-4400-410-000-000	82.13
6342-030521-CM	SMOKING ACTIVITY					01-1100-0-1150-1000-5800-410-000-000	36.00
6342-030921-ED	DOUGHNUTS AND RIBBONS FOR FFA SHOW CLINIC					01-1100-0-6161-1000-4300-410-000-318	181.52
6342-030921-MR	STRIVE SNACKS					01-7010-0-3800-1000-4300-410-000-000	133.89
6342-031921-HF	CARES FUNDING- VIRTUAL JOB SHADOW					01-3310-0-5760-1110-4300-410-000-402	106.23
6342-032721-ED	CANVAS PRO LICENCE FOR 1 YEAR					01-3210-0-1110-1000-5833-410-000-000	3,300.00
						01-6387-0-6101-1000-5833-410-000-311	119.40

Number of Items

1

15,138.00

Totals for Register 000965

2021 FUND-OBJ Expense Summary / Register 000965

01-4300

2,163.46

Selection

Sorted by Check Number, Inv #, Include Address=No, (Org = 905, Bank Account(s) IN ('COUNTY'), Source = N, Pay To = N, Payment Method = N,

Check Number(s) = 40213821, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

ESCAPE ONLINE

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## Register 000965 - Fund/Obj Expense Summary

Bank Account COUNTY - COUNTY

## 2021 FUND-OBJ Expense Summary / Register 000965 (continued)

01-4400	2,665.98	
01-5200	3,482.55	
01-5211	36.30	
01-5800	1,691.98	
01-5833	3,419.40	
01-9110*		13,459.67-
Totals for Fund 01	13,459.67	13,459.67-
13-4700	1,678.33	
13-9110*		1,678.33-
Totals for Fund 13	1,678.33	1,678.33-
Totals for Register 000965	15,138.00	15,138.00-

\* denotes System Generated entry

Net change to Cash 9110 15,138.00-Credit

Selection

Sorted by Check Number, Inv #, Include Address=No, (Org = 905, Bank Account(s) IN ('COUNTY'), Source = N, Pay To = N, Payment Method = N,

Check Number(s) = 40213821, Summary? = Y, Sort/Group 1 = 1, Sort/Group 2 = )

ESCAPE

ONLINE

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## Checks Dated 04/01/2021 through 04/30/2021

Board Meeting Date May 20, 2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40213853	04/01/2021	A-Z BUS SALES	01-4300	TRANS PARTS/SUPPLIES		262.93
40213854	04/01/2021	AMAZON CAPITAL SERVICES, INC	01-4300	RESTROOM DOOR STOPS	34.00	
				STRIVE CLASSROOM EQUIPEMENT	680.10	
				STRIVE TOILETTING CARE	314.78	
40213855	04/01/2021	AMERICAN TRASH MANAGEMENT, INC	01-5800	MONTHLY COMPACTOR MONITOR		1,028.88
40213856	04/01/2021	ARAMARK	01-5500	TRANS LAUNDRY SVC		80.00
			13-5500	CAFE LAUNDRY SERVICE	39.38	
40213857	04/01/2021	AT&T	01-5901	CALNET 3 - TELEPHONE SVC	63.45	
40213858	04/01/2021	CDW GOVERNMENT	01-4300	DISTRICT PRINTER INK		102.83
			01-4400	PROJECTOR/SCREEN/ETC FOR ATP	146.45	
40213859	04/01/2021	CRYSTAL CREAMERY	13-4700	NSLP DAIRY	369.58	
40213860	04/01/2021	EWING IRRIGATION	01-4300	GROUNDS SUPPLIES		516.03
40213861	04/01/2021	GOLD STAR FOODS, INC	13-4700	NSLP FOOD		1,150.00
				FEE (COMMODITY STORAGE)	1,061.80	
40213862	04/01/2021	GUY RENTS INC.	13-5800	GROUNDS PARTS	347.50	
40213863	04/01/2021	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	01-4300	NSLP PRODUCE		151.00
			13-4700		58.00	
40213864	04/01/2021	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE		1,409.30
			01-4312	TRANS FUEL-DIESEL	3,502.10	
40213865	04/01/2021	IEC POWER, LLC	01-5699	SOLAR MAINT	4,396.90	
40213866	04/01/2021	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	VARIOUS SUPPLIES		1,253.76
			19-4300	RANCH - VARIOUS MATERIALS/SUPPLIES	163.51	
40213867	04/01/2021	MEDCO SUPPLY COMPANY	01-4300	ELASTICON FOR ATHLETICS	31.79	
40213868	04/01/2021	NCSIG	01-5450	INSURANCE - PROPERTY CHANGES		195.30
40213869	04/01/2021	NEVCO, INC.	01-5800	SCOREBOARD SHIPMENT		96.23
40213870	04/01/2021	OFFICE DEPOT	01-4300	ISP CLASSROOM SUPPLIES		1,432.00
				OFFICE SUPPLIES	40.72	
				S CARBAJAL CLASSROOM SUPPLIES	22.27	
40213871	04/01/2021	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	TRANS PARTS/SUPPLIES	56.75	
40213872	04/01/2021	P G & E	19-5503	R RANCH 4916 & 7250 ELECTRIC/GAS		119.74
40213873	04/01/2021	PITNEY BOWES PURCHASE POWER POSTAGE	01-5904	POSTAGE FEES		306.38
40213874	04/01/2021	PRO PACIFIC FRESH	13-4700	CACFP FRUIT/VEGETABLES		7.71
				NSLP FRUIT/VEGETABLES	216.21	
				OPEN PO FOR SAVMOR CLASSROOM ACTIVITIES	519.78	
40213875	04/01/2021	SAV-MOR FOODS	01-4300	NSLP FOOD	21.47	
			13-4700	NSLP FOOD		735.99
40213876	04/01/2021	THE DANIELSEN COMPANY	13-4700	NSLP FOOD	15.76	
						37.23
						709.39

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## ReqPay12c

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Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40213877	04/01/2021	VALLEY IND. COMMUNICATIONS	01-5900	COMMUNICATIONS - ROUND MTN & SOUTHFORK		225.00
40213878	04/01/2021	W.W. GRAINGER, INC.	01-4300	MISC/VARIOUS M&O SUPPLIES		231.51
40213879	04/01/2021	WEST COAST PAPER	01-4300	COPY CENTER		1,024.69
40214274	04/13/2021	AERIES SOFTWARE INC EAGLE SOFTWARE	01-5200	AERIES VIRTUAL CONFERENCE SPRING 2021		150.00
40214275	04/13/2021	AMAZON CAPITAL SERVICES, INC	01-4300	MATERIALS/SUPPLIES		747.78
40214276	04/13/2021	ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	392.44	
				TRANS LAUNDRY SVC	74.64	
				UNIFORMS M&O	345.44	
				CAFE LAUNDRY SERVICE	126.90	
				BUS WIFI		939.42
40214277	04/13/2021	AT&T MOBILITY SPECTRUM	01-5800	TRANS BATTERIES		221.99
40214278	04/13/2021	BATTERY SYSTEMS INC	01-4300	CENT PEST CONTROL	50.00	567.96
40214279	04/13/2021	BIG TIME PEST CONTROL BULLERT ENTERPRISES	01-5505	CUHS PEST CONTROL	200.00	
				RFARM PEST CONTROL	50.00	
				TRANS PEST CONTROL	50.00	350.00
40214280	04/13/2021	CA AG TEACHERS' ASSN	01-5200	CATA REGISTRATION FOR AG DEPARTMENT		1,450.00
40214281	04/13/2021	CDW GOVERNMENT	01-4300	PROJECTOR SCREEN DOC CAM ETC FOR ATP REORDER	114.22	
				REPLACEMENT UPS UNITS FOR PHONE SYSTEMS	1,149.67	1,263.89
40214282	04/13/2021	CITY OF CORNING	01-5502	COR 154,155,194 CUHSD WATER/SEWER	3,375.68	
				COR 157 TRANS WATER/SEWER	60.72	
				COR 37,176 CENT WATER/SEWER	565.66	4,002.06
40214283	04/13/2021	CITY OF CORNING POLICE DEPT.	01-5800	20/21 SCHOOL RESOURCE OFFICER		4,475.95
40214284	04/13/2021	COASTAL BUSINESS SYSTEMS, INC.	01-4300	STAPLES FOR COPY MACHINES / OFFICE	234.63	
			01-5620	COPY CENTER COPIERS	4,657.78	
				CUHSD COPIERS	7,426.88	
40214285	04/13/2021	CONEXWEST	13-5620	CUHSD COPIERS	93.84	12,413.13
			01-5600	FACILITIES PROJECT - RENTING STORAGE CONTAINERS		3,483.58
40214286	04/13/2021	CORNING HIGH SCHOOL CAFETERIA	01-4400	ENCLOSED TRAILER		1,500.00
40214287	04/13/2021	CORNING LUMBER COMPANY	01-4300	MISC/VARIOUS SUPPLIES		249.17
40214288	04/13/2021	CRYSTAL CREAMERY	13-4700	NSLP DAIRY		229.50
40214289	04/13/2021	CSM CONSULTING, INC	01-5800	ERATE CONSULTING SERVICES		1,250.00
40214290	04/13/2021	EWING IRRIGATION	01-4300	GROUNDS SUPPLIES		212.94

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## ReqPay12c

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40214291	04/13/2021	FULL CIRCLE SPEECH THERAPY	01-5800	20/21 SPEECH SERVICES		7,200.00
40214292	04/13/2021	GOLD STAR FOODS, INC	13-4700	NSLP FOOD		1,325.17
40214293	04/13/2021	GREEN WASTE OF TEHAMA	01-5506	DISPOSAL R-FARM 4018-2763626		170.87
40214294	04/13/2021	GUY RENTS INC.	01-5600	TELESCOPIC BOOM LIFT RENTAL		1,494.33
40214295	04/13/2021	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	13-4700	NSLP PRODUCE		56.00
40214296	04/13/2021	HEALDSBURG FFA	01-5800	FIELD DAY REGISTRATION		70.00
40214297	04/13/2021	HOOKANDLOOP.COM	01-4300	STRIVE MATERIALS		24.85
40214298	04/13/2021	HUE & CRY INC.	01-5507	ALARM/FIRE SERVICE		1,164.24
40214299	04/13/2021	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	625.29	
			01-4312	TRANS FUEL-DIESEL	1,628.23	
40214300	04/13/2021	JACK SCHREDER & ASSOCIATES	01-6250	MODERNIZATION - SCHOOL FACILITY PROGRAM		2,253.52
					165.00	
40214301	04/13/2021	JRD FOOD SERVICES CORNING PAPA MURPHY'S PIZZA	13-4700	NSLP PIZZA		9,867.50
40214302	04/13/2021	LAUREL AG AND WATER - LODI	01-6170	ORCHARD - FLOOD LINES	10,354.40	
			19-4300	ORCHARD - MATERIALS/SUPPLIES	102.62	10,457.02
40214303	04/13/2021	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	R FARMHOUSE SUPPLIES - INSTRUCTIONAL MATERIALS	171.41	
				VARIOUS SUPPLIES	104.68	
			14-4300	PAINTING SUPPLIES	7.35	
			19-4300	RANCH - VARIOUS MATERIALS/SUPPLIES	9.20	292.64
40214304	04/13/2021	MT. SHASTA SPRING WATER CO. INC	01-5800	OFFICE WATER 119115	105.80	
				TRANS - WATER SERVICE	65.04	170.84
40214305	04/13/2021	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	TRANS PARTS/SUPPLIES		426.50
40214306	04/13/2021	NUTRIEN AG SOLUTIONS	01-4300	ORCHARD - CHEMICALS/FERTILIZER		749.94
40214307	04/13/2021	O'REILLY AUTO PARTS	01-4300	MATERIALS/SUPPLIES		250.05
40214308	04/13/2021	OFFICE DEPOT	01-4300	CLASSROOM SUPPLIES	96.96	
				DEPRATMENT SUPPLIES	75.11	172.07
40214309	04/13/2021	OLIVE CITY AUTO PARTS DERODA. INC	01-4300	ORCHARD - PARTS/EQUIPMENT	1,888.74	
				TRANS PARTS/SUPPLIES	11.17	
40214310	04/13/2021	P G & E	01-4400	ORCHARD - PARTS/EQUIPMENT	1,066.00	2,943.57
			01-5503	TRANS ELECTRIC/GAS 1749-6	237.58	
			01-5504	TRANS ELECTRIC/GAS 1749-6	201.72	439.30
40214311	04/13/2021	PATRICK'S PUMPING	01-5800	PIG SEPTIC CLEANOUT		700.00
40214312	04/13/2021	PRO PACIFIC FRESH	13-4700	CACFP FRUIT/VEGETABLES	439.31	
				NSLP FRUIT/VEGETABLES	1,117.36	1,556.67
40214313	04/13/2021	REDDING PAINT MART INC	14-4300	VARIOUS PAINT ITEMS		252.84

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40214314	04/13/2021	SAFETY-KLEEN SYSTEMS, INC	01-5800	RECYCLE OIL		562.40
40214315	04/13/2021	SAV-MOR FOODS	01-4300	ATP COOKING- APRIL 2021	44.53	
				CLASSROOM ACTIVITY MATERIALS	66.48	
				STRIVE COOKING SUPPLIES- SPRING 2021	109.57	220.58
40214316	04/13/2021	THE DANIELSEN COMPANY	13-4300	NSLP SUPPLIES	186.10	
			13-4700	NSLP FOOD	624.91	811.01
40214317	04/13/2021	THIRSTY COCONUT	13-4700	SNACK BAR BEVERAGES		1,680.00
40214318	04/13/2021	UC REGENT'S	01-5800	20/21 MATH DEVELOPMENT CONTRACT		4,583.33
40214319	04/13/2021	W.W. GRAINGER, INC.	01-4300	MISC/VARIOUS M&O SUPPLIES	202.63	
			14-4300	VARIOUS PAINT ITEMS	381.91	584.54
40214320	04/13/2021	WASTE MANAGEMENT	01-5506	CENT DISPOSAL 4-02058-55008	535.13	
				CUHS DISPOSAL 13-88262-43003	72.81	
				CUHS DISPOSAL 4-02058-65006	135.61	743.55
40214321	04/13/2021	WAXIE SANITARY SUPPLY	01-4300	SANITIZING WIPES		411.52
40214322	04/13/2021	ZELMA'S	01-4300	RETIREMENT PLAQUE/MIKE ALBEE		35.48
40214627	04/20/2021	OFFICE DEPOT	01-4300	ART SUPPLIES		65.70
40214629	04/21/2021	ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	196.22	
				TRANS LAUNDRY SVC	37.32	
				UNIFORMS M&O	143.67	
			01-5508	CAFE LAUNDRY SERVICE	63.45	440.66
40214630	04/21/2021	BAKER DISTRIBUTING COMPANY	13-5500	HVAC/ELECTRICAL ITEMS		112.76
40214631	04/21/2021	CALIFORNIA FFA CENTER REGISTRATION	01-4300	STATE CONFERENCE TSHIRTS		425.00
40214632	04/21/2021	CORNING LUMBER COMPANY	01-4300	MISC/VARIOUS SUPPLIES		319.87
40214633	04/21/2021	CRYSTAL CREAMERY	13-4700	CACFP DAIRY	474.00	
				NSLP DAIRY	819.57	1,293.57
40214634	04/21/2021	DEANNA AILEEN HAMILTON	01-5800	TRAINING SERVICES		281.25
40214635	04/21/2021	DOUBLE J TRAILERS	01-6400	2021 EXISS STOCK TRAILER FOR AGRICULTURE		19,700.00
40214636	04/21/2021	ENVOY PLAN SERVICES C/O TSA CONSULTING GROUP, INC.	76-9519	TSA 403B FEES		52.80
40214637	04/21/2021	FARWEST STEEL CORPORATION	01-4300	FAIR SUPPLIES/DECORATIONS	310.77	
			01-4320	CLASSROOM MATERIALS	1,003.96	1,314.73
40214638	04/21/2021	FEDEX	01-5904	SHIPPING/POSTAGE FEES		129.05
40214639	04/21/2021	GOLD STAR FOODS, INC	13-4700	CACFP FOOD	795.87	
				NSLP FOOD	682.94	1,478.81
40214640	04/21/2021	GUY RENTS INC.	01-4300	GROUNDS PARTS	72.13	
			01-5600	ORCHARD - EQUIPMENT RENTAL	2,475.78	2,547.91

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Checks Dated 04/01/2021 through 04/30/2021				Board Meeting Date May 20, 2021		
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40214641	04/21/2021	HOGAN'S FIBER SERVICE	01-5800	SHEARING LLAMA		100.00
40214642	04/21/2021	HUNT & SONS, INC	01-4311	TRANS FUEL-GASOLINE	515.45	
			01-4312	TRANS FUEL-DIESEL	1,539.91	2,055.36
40214643	04/21/2021	INTERQUEST DETECTION CANINES OF NORTH VALLEY COUNTIES	01-5800	INTERQUEST K9 - CAMPUS SEARCHES		375.00
40214644	04/21/2021	LAUREL AG AND WATER - LODI	19-4300	ORCHARD - MATERIALS/SUPPLIES		51.75
40214645	04/21/2021	MCCOY'S HARDWARE & FARM SUPPLY	01-4300	VARIOUS SUPPLIES	118.17	
			14-4300	ATHLETICS FIELD MARKING PAINT	356.54	
				PAINTING SUPPLIES	96.07	570.78
40214646	04/21/2021	MCGRAW HILL EDUCATION, INC	01-4100	BRENNA HALL-TEACHERS HEALTH RESOURCE BOOK	273.28	
				HEALTH TEXTBOOKS	1,396.59	1,669.87
40214647	04/21/2021	MEDCO SUPPLY COMPANY	01-4300	ELASTICON FOR ATHLETICS		90.96
40214648	04/21/2021	MJB WELDING SUPPLY	01-4320	CONSUMABLES FOR CLASS	846.71	
			01-5600	REPAIR OF EQUIPMENT	62.08	
			01-5800	CYLINDER EXCHANGE	638.08	1,546.87
40214649	04/21/2021	MUSE CONCRETE CONTRACTORS INC	21-6170	BOND - I WING CONCRETE CONTRACT		16,498.20
40214650	04/21/2021	NEVCO, INC.	01-5600	SCOREBOARD REPAIR		883.62
40214651	04/21/2021	O'REILLY AUTO PARTS	01-4300	MATERIALS/SUPPLIES		414.45
40214652	04/21/2021	OFFICE DEPOT	01-4300	OFFICE SUPPLIES FOR SPECIAL EDUCATION DEPT	31.13	
40214653	04/21/2021	OLIVE CITY AUTO PARTS DERODA, INC	01-4300	S CARBAJAL CLASSROOM SUPPLIES	4.58	35.71
				MISC/VARIOUS SUPPLIES	143.08	
				TRANS PARTS/SUPPLIES	185.32	328.40
40214654	04/21/2021	SYSCO SACRAMENTO, INC.	13-4700	NSLP FOOD		1,430.18
40214655	04/21/2021	TEHAMA TIRE SERVICE INC	01-4313	TIRES		2,007.08
40214656	04/21/2021	THE DANIELSEN COMPANY	13-4300	CACFP SUPPLIES	501.10	
			13-4700	NSLP FOOD	226.34	727.44
40214657	04/21/2021	U.S. TELEPACIFIC DBA TPC COMMUNICATIONS	01-5901	TELEPHONE SERVICE 149142		432.69
40214658	04/21/2021	W.W. GRAINGER, INC.	01-4300	CUSTODIAL SUPPLIES	52.68	
				MISC/VARIOUS M&O SUPPLIES	850.06	902.74
40214659	04/21/2021	WALBERG, INC.	01-6170	POND EXPANSION		13,071.00
40214660	04/21/2021	ZELMA'S	01-4300	BUSINESS OFFICE NAME PLATE		45.69
40214914	04/28/2021	AMAZON CAPITAL SERVICES, INC	01-4200	SPANISH BOOKS	654.49	
			01-4300	AIR BLOW GUN	22.56	677.05
40214915	04/28/2021	AMERICAN OUTLETS	01-4300	MASTER LOCKS		601.15
40214916	04/28/2021	AMERICAN RED CROSS HEALTH & SAFETY SRVS	01-5800	SPRING 21 ASSETS CPR/ FIRST AID CLASSES		120.00

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Checks Dated 04/01/2021 through 04/30/2021				Board Meeting Date May 20, 2021		
Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40214917	04/28/2021	ANDERSON FFA	01-5800	ANDERSON FFA VIRTUAL FIELD DAY REGISTRATION		250.00
40214918	04/28/2021	ARAMARK	01-5500	CUSTODIAL LAUNDRY SVC	196.22	
			01-5508	UNIFORMS M&O	147.56	
			13-5500	CAFE LAUNDRY SERVICE	63.45	407.23
40214919	04/28/2021	AT&T MOBILITY SPECTRUM	01-5800	BUS WIFI		
40214920	04/28/2021	BSN SPORTS, LLC	01-4300	SOCCER NETS		266.16
40214921	04/28/2021	CALIFORNIA'S VALUED TRUST	01-3402	MAY 2021 BINGHAM M/D/V	2,057.66	
				MAY 2021 GLOVER M/D/V	1,964.66	
				MAY 2021 HENDERSON D/V	163.59	
				MAY 2021 MACHE M/D/V	1,347.66	
				MAY 2021 PATTON M/D/V	1,519.66	
			01-3701	MAY 2021 CE RET CONSTANZ	989.97	
				MAY 2021 CE RET JBEARDS	989.97	
				MAY 2021 CE RET LROMO	2,130.86	
				MAY 2021 CE RET MBEARDS	989.97	
				MAY 2021 CE RET TLAMB	2,735.86	
				MAY 2021 RET STOLLISON	1,559.35	
			01-3702	MAY 2021 RET DHAMILTON	1,195.23	
				MAY 2021 RET GTHURMAN	991.56	
				MAY 2021 RET LMINTO	1,571.51	
				MAY 2021 RET PPELLKOF	1,676.56	
				MAY 2021 RET SHOAG	914.51	
				MAY 2021 RET AALVARADO	1,859.26	
			13-3702	MAY 2021 RET KVASQUEZ	914.51	
			76-9513	MAY 2021 MEDICAL	136,674.00	
				TERM D BELOW MED	934.00-	
			76-9551	MAY 2021 LIFE	89.25	
			76-9552	CORR J JACK FEB DEN	.51-	
				CORR J JACK MAR DEN	.51-	
				CORR J JACK MAY DEN	.51-	
				CORR J JACK APR DEN	.51-	
				MAY 2021 DENTAL	18,406.22	
				TERM D BELOW DEN	164.10-	
			76-9553	CORR J JACK APR VIS	4.01-	
				CORR J JACK MAR VIS	4.01-	
				CORR J JACK MAY VIS	4.01-	
				CORR J JACK FEB VIS	4.01-	
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## Checks Dated 04/01/2021 through 04/30/2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
40214921	04/28/2021	CALIFORNIA'S VALUED TRUST	76-9553	MAY 2021 VISION	2,223.79	181,827.35
				TERM D BELOW VIS	22.08-	
40214922	04/28/2021	CDW GOVERNMENT	01-4300	COVID- SPED ASSISTIVE TECH		312.28
40214923	04/28/2021	CORNING LUMBER COMPANY	01-4300	MISC/VARIOUS SUPPLIES		35.93
40214924	04/28/2021	CRYSTAL CREAMERY	13-4700	NSLP DAIRY		999.03
40214925	04/28/2021	EWING IRRIGATION	01-4300	GROUNDS SUPPLIES		323.70
40214926	04/28/2021	FELTON, JUSTINE M	01-5202	REIM APR MILEAGE		53.76
40214927	04/28/2021	FLORA FRESH	01-4300	FLORAL MATERIALS FOR CONTESTS		300.50
40214928	04/28/2021	GAYNOR TELESYSTEMS, INC	25-6170	H WING - CABLING ETC FOR NEW H & I WINGS		5,634.68
40214929	04/28/2021	GOLD STAR FOODS, INC	13-4700	CACFP FOOD	214.50	
				NSLP FOOD	60.42-	
				FEE (COMMODITY STORAGE)	11.70	165.78
40214930	04/28/2021	HAPPY VALLEY FRESH FRUIT CO. WESTABY ENTERPRISES	13-5800	NSLP PRODUCE		60.00
40214931	04/28/2021	HUNT & SONS, INC	13-4700			
40214932	04/28/2021	MCCOY'S HARDWARE & FARM SUPPLY	01-4311	TRANS FUEL-GASOLINE	890.62	
			01-4312	TRANS FUEL-DIESEL	538.33	1,428.95
			01-4300	R FARMHOUSE	130.88	
				SUPPLIES - INSTRUCTIONAL MATERIALS		
				VARIOUS SUPPLIES	176.26	
			14-4300	PAINTING SUPPLIES	166.53	473.67
40214933	04/28/2021	MJB WELDING SUPPLY	01-4320	CONSUMABLES FOR CLASS		105.49
40214934	04/28/2021	MT. SHASTA SPRING WATER CO.INC	01-5800	OFFICE WATER 119115	60.50	
				TRANS - WATER SERVICE	105.78	166.28
40214935	04/28/2021	NORCAL TRUCKS, INC NORCAL KENWORTH ANDERSON	01-4300	TRANS PARTS/SUPPLIES		193.37
40214936	04/28/2021	P G & E	19-5503	R RANCH 4916 & 7250 ELECTRIC/GAS		445.15
40214937	04/28/2021	PRO PACIFIC FRESH	13-4700	CACFP FRUIT/VEGETABLES	424.96	
				NSLP FRUIT/VEGETABLES	544.22	969.18
40214938	04/28/2021	THE DANIELSEN COMPANY	13-4300	NSLP SUPPLIES	283.66	
			13-4700	NSLP FOOD	434.83	718.49
40214939	04/28/2021	W.W. GRAINGER, INC.	01-4300	MISC/VARIOUS M&O SUPPLIES		110.28
40214940	04/28/2021	WAXIE SANITARY SUPPLY	01-4300	SANITARY SUPPLIES		486.66
40214941	04/28/2021	WEST COAST PAPER	01-4300	COPY CENTER		563.98
Total Number of Checks					137	374,880.78

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE ONLINE  
Page 7 of 8

Checks Dated 04/01/2021 through 04/30/2021

Board Meeting Date May 20, 2021

Check Number	Check Date	Pay to the Order of	Fund-Object	Comment	Expensed Amount	Check Amount
--------------	------------	---------------------	-------------	---------	-----------------	--------------

## Fund Summary

Fund	Description	Check Count	Expensed Amount
01	GENERAL	109	165,758.27
13	CAFETERIA SPEC REV	28	28,772.37
14	DEFERRED MAINTENANCE	5	1,261.24
19	FOUNDATION SPECIAL	6	648.22
21	BUILDING FUND	1	16,498.20
25	CAPITAL FACILITIES	1	5,634.68
76	WARRANT/PASS-THRU	2	156,307.80
Total Number of Checks			374,880.78
Less Unpaid Sales Tax Liability			.00
Net (Check Amount)			374,880.78

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

905 - Corning Union High School

Generated for JESSICA MARQUEZ (JMARQUEZ), Apr 28 2021  
10:31AM

ESCAPE

ONLINE

Page 8 of 8

## Updated: 5/11/21

2021-2022 School Year

[illegible]

2021-22 School Year -

## Outgoing

Updated:3/17/21

[illegible]

**Corning Union High School District  
Human Resources Report**

Board Meeting Date: 5/20/2021

<u>Action</u>	<u>Type</u>	<u>Name</u>	<u>Position</u>	<u>Effective</u>	<u>Background</u>
Resignation	Voluntary	Perkins, Joshua	Maintenance Worker I	4/7/2021	Voluntary Resignation
Resignation	Retirement	Gundert, Len	Social Science Teacher	6/5/2021	21 years in the district
Resignation	Retirement	Schlom, David	Science Teacher		31 years in the district
Change	Position	Richardson, Robert	Social Science Teacher	7/1/2021	Transfer from Centennial Core Subjects Alt. Ed Teacher to CUHS Social Science Teacher- Replace Gundert
Resignation	Retirement	Bryant, Debbie	Paraeducator	7/1/2021	8 years in the district
Change	Position	Williams, Jason	Alt. Ed Teacher	7/1/2021	Transfer from CUHS Para to Centennial Teaching Position 7 hours/182 days Class 0 Step 2
Change	Position	Martinez, Andrea	Centennial IBI Para	7/1/21	New Position at Centennial
Change	Position	Morrow, Tiffany	IBI Para	7/1/21	Vacancy from A. Martinez
Change	Position	Lamson, Debbie	Child Development	7/1/21	Change In Position
Change	Position	Jackson, Joshua	Life & Work Prep	7/1/21	Change in position previously filled by D. Lamson
Resignation	Retirement	Bryant, Debbie	Paraeducator	7/1/2021	8 years in the district
Resignation	Voluntary	Montes, Alejandra	Spanish Teacher	6/30/2021	Voluntary Resignation
Change	Voluntary	Weston, Jason	Social Science Teacher	6/30/21	Voluntary Resignation
New Hire	Probationary	Naylor, Jeffrey	CTE Teacher	7/1/2021	7 hours/182 days Class 0 Step 1

**Extra Duty/Stipend/Temporary/Coaching Authorizations**

<u>Effective</u>	<u>Type</u>	<u>Employee</u>	<u>Assignment</u>	<u>Terms</u>	<u>Additional Information</u>
7/1/2021	Stipend	Hall, Brenna	Lead Teacher Stipend	4% annually	CITA Contract Appendix A-4

### 2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2021.

Corning Union High School District/Governing Board at its \_\_\_\_\_ meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Corning Union High School  
NAME OF REPRESENTATIVE John Studer POSITION Athletic Director  
ADDRESS 643 Blackburn Ave CITY Corning ZIP 96021  
PHONE 824-8000 FAX 824-8005 E-MAIL jstuder@corninghs.org

\*\*\*\*\*

NAME OF SCHOOL Corning Union High School  
NAME OF REPRESENTATIVE Justine Felton POSITION Athletic Administrator  
ADDRESS 643 Blackburn Ave. CITY Corning ZIP 96021  
PHONE 824-8000 FAX 824-8005 E-MAIL jfelton@corninghs.org

\*\*\*\*\*

NAME OF SCHOOL Corning Union High School  
NAME OF REPRESENTATIVE Charlie Troughton POSITION Principal  
ADDRESS 643 Blackburn Ave. CITY Corning ZIP 96021  
PHONE 824-8000 FAX 824-8005 E-MAIL ctroughton@corninghs.org

\*\*\*\*\*

NAME OF SCHOOL West Valley High School  
NAME OF REPRESENTATIVE Scott Fairley POSITION League Commissioner  
ADDRESS 3805 Happy Valley Rd. CITY Cottonwood ZIP 96022  
PHONE 347-7171 FAX \_\_\_\_\_ E-MAIL sbfairlev@charter.net

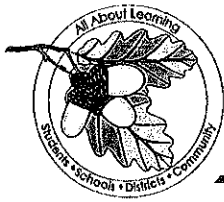
If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Jared Caylor Signature \_\_\_\_\_

Address 643 Blackburn Ave. City Corning Zip 96021

Phone 824-8000 Fax 824-8005

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



# Tehama County Department of Education

Richard DuVarney  
Tehama County  
Superintendent of  
Schools

1135 Lincoln Street Red Bluff CA 96080 | 530.527.5811 | [www.tehamaschools.org](http://www.tehamaschools.org)

April 5, 2021

Jared Caylor, District Superintendent  
Board of Trustees  
Corning Union High School District

RE: Approval of 2020/2021 2nd Interim Budget Report

We would like to thank you for your timely submission of the 2020/2021 2nd Interim report. Our office has completed its review in compliance with the provisions of Education Code 42131(a) (2). The Code requires the County Superintendent to approve or disapprove Interim Reports after:

Examining the report to determine whether it complies with the standards and criteria established pursuant to Section 33127.

Determining whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multi-year financial commitments.

**Based on our review, the 2nd Interim Budget Report has been approved.**

Additional changes, including attendance, new state programs, and the Governor's proposed 2021/2022 budget will be addressed as more solid information becomes available. A complete listing of any technical corrections and recommendations has been sent directly to the chief business official.

**Multi-Year Projections**

Governor Newsom's 2021/2022 budget proposal provides for a strong recovery in educational funding by taking steps to eliminate on going deferrals and proposing not only to fund the new year COLA but inflates it by the current year COLA as well. The budget also recognizes the academic challenges of COVID-19 and directs funds to LEAs, although mostly restricted, to help address those challenges. While we hope this upward trend in state revenues continues, we continue to remind you that each LEA faces its own particular set of financial risk factors based on current reserve levels, enrollment trends, bargaining agreements, degree of revenue volatility and various other local and statewide factors. It is important that districts continue to assess their individual situations and plan accordingly to maintain fiscal solvency.

**Cash Flow**

Due to the 2020/2021 adopted state budget implementing cash deferrals beginning February 2021, cash monitoring is now more critical than ever. Currently the District is

anticipating a positive cash balance on June 30; however, we request the District to continue to update its cash flow monthly and if needed be prepared to implement one of the cash flow options at its disposal, whether that is temporary inter-fund borrowing, a loan from the County Office of Education, a loan from the County Treasurer or a Tax Revenue Anticipation Note (TRAN).

### **Deficit Spending**

The District is deficit spending in year three only of the multi-year projection, which is mainly attributed to a reduction in restricted revenue, with no offsetting reduction in staffing. We note that years two and three include the current COLA proposal and may be impacted by a possible reduction. We encourage the District to review the impact of a COLA decrease and have a contingency plan in place to mitigate the possible reduction of the LCFF revenue.

### **Negotiations**

The District has settled negotiations. If this should change, Government Code 3547.5 requires the district to publicly disclose costs related to any bargaining agreement prior to Superintendent and Board of Trustees approval. Please provide a Disclosure of Collective Bargaining Agreement and multi-year projection to our office 10 working days prior to Board approval.

The attached trend analysis of the 2nd interim budget to prior year actuals is provided for your assistance and will provide you with important comparative data for budgetary consideration. The comparative data will highlight trends in revenue and expenditure growth or decline, deficit spending patterns, and a final accounting for the ending fund balance.

We would like to express our gratitude to you and your staff for your cooperation and assistance during our financial reviews. If our office can be of further assistance, please contact Debbie Towne at 530-528-7351.

Sincerely,



RICHARD DUVARNEY  
Tehama County Superintendent of Schools

cc: Christine Towne, Chief Business Official, Corning Union High School District

Enclosure: Trend Analysis



**Trend Analysis**  
**Corning Union High School District**  
**General Fund Unrestricted/Restricted**

	ACTUALS 12/13	ACTUALS 13/14	ACTUALS 14/15	ACTUALS 15/16	Actuals 16/17	Actuals 17/18	Actuals 18/19	Actuals 19/20	2nd Interim 20/21
<b>Total Revenue</b>	\$9,248,471	\$9,117,093	\$10,133,326	\$12,031,512	\$12,156,376	\$12,804,048	\$14,759,995	\$15,870,057	\$16,584,012
<b>Total Expenditures</b>	\$9,933,878	\$10,363,835	\$13,755,961	\$11,542,543	\$11,776,183	\$12,029,931	\$13,140,118	\$15,508,844	\$16,556,987
<b>Excess (Deficiency) of Revenue &amp; Expense</b>	<b>-\$685,407</b>	<b>-\$1,246,742</b>	<b>-\$3,622,635</b>	<b>\$488,969</b>	<b>\$380,193</b>	<b>\$774,117</b>	<b>\$1,619,877</b>	<b>\$361,213</b>	<b>\$27,025</b>
<b>Total Other Financing Sources/Uses</b>	\$0	\$0	\$2,806,720	\$76,144	-\$15,513	\$30,805	-\$17,039	\$0	\$0
<b>Change in Fund Balance</b>	<b>-\$685,407</b>	<b>-\$1,246,742</b>	<b>-\$815,915</b>	<b>\$565,113</b>	<b>\$364,680</b>	<b>\$804,922</b>	<b>\$1,602,838</b>	<b>\$361,213</b>	<b>\$27,025</b>
<b>Beginning Balance Audit Adjustment</b>	\$3,418,131 -\$65,758	\$2,666,966 \$30,319	\$1,450,542 \$108,103	\$742,730 -\$2,566	\$1,305,276 -\$81,655	\$1,588,303	\$2,393,224	\$3,996,061	\$4,357,275
<b>Ending Balance</b>	<b>\$2,666,966</b>	<b>\$1,450,543</b>	<b>\$742,730</b>	<b>\$1,305,277</b>	<b>\$1,588,301</b>	<b>\$2,393,224</b>	<b>\$3,996,062</b>	<b>\$4,357,274</b>	<b>\$4,384,300</b>
<b>Components of Ending Fund Balance</b>									
Restricted/Reserved 9711, 9740	\$87,354	\$161,955	\$91,595	\$279,288	\$262,394	\$210,898	\$82,605	\$85,546	\$1,000
Committed 9760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Assigned 9780	\$310,000	\$0	\$0	\$0	\$854,861	\$1,192,648	\$2,300,093	\$2,344,200	\$2,396,460
Reserve for Economic Uncertainty 9789	\$796,242	\$0	\$550,238	\$461,701	\$471,047	\$957,687	\$1,578,859	\$1,861,061	\$1,986,840
Unassigned/Unappropriated 9790	\$1,473,369	\$1,288,587	\$100,897	\$564,289	\$0	\$31,991	\$34,505	\$66,467	\$0
<b>CBEDS - Oct Enrollment P-2 ADA (Projection for 20/21)</b>	983 908.87 92.46%	964 900.88 93.45%	949 891.90 93.98%	923 868.30 94.07%	946 884.91 93.54%	974 918.90 94.34%	1010 961.48 95.20%	1076 1020.49 94.84%	1093 1001.00 91.58%

# CORNING UNION HIGH SCHOOL DISTRICT

Jared Caylor, Superintendent

Board Members: William Mache, James Bingham, J. Scott Patton, Todd Henderson, and Larry Glover

## Surplus Equipment/Obsolete Equipment and/or Furniture Form

Date 3/24/21

Site CUTSD

### Form Completion Instruction (In description block provide the following)

- Textbooks: Title, Publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
SPEP Testing Protocols for Age 6-11	Would like to give to TC SELPA.
	They can use for younger students.

\_\_\_\_ For additional items, check here and attach list.

Supervisor Approval:

Signature

Date

Site Administrator:

Signature

Date

Superintendent Approval

Signature

Date

5/20/21

Board Meeting Date

5/20/21

Approved



Denied



Disposition:

## Forms

# Protocols	Type	Age Range
• (21)	TRS-C	Ages 6-11
• (23)	TRS-P	Ages 2-5
• (19)	SRP-C	Ages 8-11
• (22)	SRP-I	Ages 6-7
• (20)	PRS-C	Ages 6-11
• (24)	PRS-P	Ages 2-5
• (4)	WPPSI-IV	Ages 2.6-3.11 (record forms)
• (2)	WPPSI-IV	Ages 4.0-7.7 (record forms)
• (4)	ABAS-3 T	Ages 2-5
• (5)	ABAS-3 P	Ages 0-5

*BASC's*

---



# DONATION INTAKE FORM

Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021  
(530) 824-8000  
(530) 824-8005 fax

Page 1 of 2

Office Use Only	
Received by:	
Date:	
Donation Report:	
Board Meeting:	

F  
R  
O  
M

Business/  
Individual

Contact Name

Street

City, ST Zip

Platinum Construction

Denny Janeway

20226 Charlanne Dr

Redding, CA 96002

Date 4/6/21

Phone (530) 221-2810

Fax ( )

Email

PLEASE ATTACH ANY APPLICABLE SUPPORTING DOCUMENTATION

Qty	Item	Description	Ref # (if applicable)	Purpose (if specified)	Amount/ Value
2	DCN21PL	21° Framing Nailer		classroom	\$ 800.00
1	DCN660	16ga Finish Nailer		classroom	\$ 400.00
1	DCB104	Super Charger		classroom	\$ 250.00
8	DCF887	DeWalt impact gun		classroom	\$ 1,120.00
8	DCD791	DeWalt drill driver		classroom	\$ 1,920.00

## Instructions:

- 1) Complete information regarding who the donation is from, including contact information.
- 2) Complete information regarding what has been donated. Donations from the same individual and/or business can be listed on one form.

Item - Cash, Check, Vehicle, Book, Computer, etc.

Description - Brief description of the item if other than a cash or check donation. (Year, make, model etc.)

Reference # - Check number, Vehicle VIN#, unit model, etc.

Purpose - Specify any identified program or purpose for the item being donated.

Amount/Value - Specify estimated value if item is not cash or check with a stated value amount.

- 3) Send completed form, with any supporting documentation attached, to Christine Fears, CBO.

Note regarding vehicles: Attach a copy of registration, but keep original along with any manuals etc. with the vehicle.

## DISTRICT OFFICE USE ONLY

Account

Amount


☒ Board Agenda  
Donation Report

5/20/21  
Board Meeting

☒ Approved

Chief Business Official

Date



# DONATION INTAKE FORM

Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021  
(530) 824-8000  
(530) 824-8005 fax

Page 2 of 2

Office Use Only	
Received by:	
Date:	
Donation Report:	
Board Meeting:	

F  
R  
O  
M

Business/  
Individual

Platinum Construction

Date \_\_\_\_\_

Contact Name

Phone ( ) \_\_\_\_\_

Street

Fax ( ) \_\_\_\_\_

City, ST Zip

Email \_\_\_\_\_

PLEASE ATTACH ANY APPLICABLE SUPPORTING DOCUMENTATION

Qty	Item	Description	Ref # (if applicable)	Purpose (if specified)	Amount/ Value
6	DD2/C	Dalloge Dawg Framing Hammer		classroom	\$120.00

## Instructions:

Continued from page #1

- 1) Complete information regarding who the donation is from, including contact information.
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## DISTRICT OFFICE USE ONLY

Account

Amount


☐

Board Agenda  
Donation Report

☐

Approved

Board Meeting

Chief Business Official

Date

# Corning Union High School District Donation Report

Board Meeting: May 20, 2021

<u>Received From</u>	<u>Item</u>	<u>Reference</u>	<u>Amount / Value</u>	<u>Description</u>	<u>Purpose</u>
Platinum Construction	Tools	26 tools	\$4,610.00	Nailers, Impact guns, Drill Drivers (Misc. Tools)	Student Materials
Corning Ford	Pliers	3 items	\$2,198.00	End Cutting Pliers	Student Materials
Corning Carpet	Boxes	16 Boxes	\$861.14	VCT Tile	Maintenance
Various Vendors	See Attached	Misc. Items	10,440.00	IV Baseball Dugout donation items	JV Dugout

Corning Union High School District

JV Baseball dug out donation list						
Donor	Item Donated	Amount				
Henderson, Rosalie	Monetary	\$100.00				
Safford, Jack Farmers Insurance	\$100 credit to Corning Lumber PO/account	\$100.00				
Red Bluff Vision Center	Monetary	\$200.00				
Corning Ford	Monetary	\$300.00				
Felciano, Heather	Monetary	\$200.00				
Simpson, Karen	Monetary	\$100.00				
Tucker Mesker Foundation	Monetary	\$500.00				
Flournoy, Shawnee	Monetary	\$50.00				
Hopping, Amanda	Monetary	\$200.00				
Payless Building Supply	Lumber	\$1,650.00				
Les Schwab Tires	Monetary	\$100.00				
Moonbean Farms/Carolyn Hansen	Monetary	\$100.00				
Gary Pope	Monetary	\$20.00				
James Dodge	Monetary	\$20.00				
Myhre Family	Labor Misc Items	\$200.00	4+ days		plus labor	
Western Concrete	Concrete Footings	\$1,500.00				
Battlato Masonry	Labor Hired Labor	\$1,600.00	4+ days		for contractor (\$600 for hired help)	
Chad Torres Family	Metal Roofing	\$1,000.00				
Mechanics Bank	\$250 credit to Corning Lumber account	\$250.00				
Merchants Bank	Monetary	\$1,000.00				
Ace/Mccoys	Paint Simpson ties	\$750.00				
Corning Lumber	Brick at cost	\$500.00				
Quote at start of project: \$11,000	One ASB PO submitted for \$1500		Donated:	\$10,440.00		



# DONATION INTAKE FORM

Coming Union High School District  
643 Blackburn Avenue  
Coming, CA 96021  
(530) 824-8000  
(530) 824-8005 fax

## Office Use Only

Received by:	
Date:	
Donation Report:	
Board Meeting:	

F  
R  
O  
M

Business/  
Individual

Various Vendors

Date 4/16/21

Contact Name

\* See attached

Phone ( )

Street

Fax ( )

City, ST Zip

Email jfelton or jweston

PLEASE ATTACH ANY APPLICABLE SUPPORTING DOCUMENTATION

Qty	Item	Description	Ref # (if applicable)	Purpose (if specified)	Amount/ Value
<u>2</u>		<u>JV Dug Outs</u>			<u>10440<sup>00</sup></u>

### Instructions:

- 1) Complete information regarding who the donation is from, including contact information.
- 2) Complete information regarding what has been donated. Donations from the same individual and/or business can be listed on one form.

Item - Cash, Check, Vehicle, Book, Computer, etc.

Description - Brief description of the item if other than a cash or check donation. (Year, make, model etc.)

Reference # - Check number, Vehicle VIN#, unit model, etc.

Purpose - Specify any identified program or purpose for the item being donated.

Amount/Value - Specify estimated value if item is not cash or check with a stated value amount.

- 3) Send completed form, with any supporting documentation attached, to Christine Fears, CBO.

**Note regarding vehicles:** Attach a copy of registration, but keep original along with any manuals etc. with the vehicle.

## DISTRICT OFFICE USE ONLY

Account

Amount


☒ Board Agenda  
Donation Report

5/20/21  
Board Meeting

☒ Approved

Chief Business Official

Date



# JV Baseball dug out donation list

Donor	Item Donated	Amount
Henderson, Rosalie	Monetary	\$100.00
Safford, Jack	Farmers Insurance	\$100.00
Red Bluff Vision Center	\$100 credit to Corning Lumber PO/account	\$200.00
Corning Ford	Monetary	\$300.00
Feldman, Heather	Monetary	\$200.00
Simpson, Karen	Monetary	\$100.00
Tucker Mesker Foundation	Monetary	\$500.00
Flournoy, Shawnee	Monetary	\$50.00
Hopping, Amanda	Monetary	\$200.00
Payless Building Supply	Lumber	\$1,650.00
Les Schwab Tires	Monetary	\$100.00
Moonbeam Farms/Carolyn Hansen	Monetary	\$100.00
Gary Pope	Monetary	\$20.00
James Dodge	Monetary	\$20.00
Myhre Family	Labor Misc Items	\$200.00
Western Concrete	Concrete Footings	\$1,500.00
Battato Masonry	Labor Hired Labor	\$1,600.00 for contractor (\$600 for hired help)
Chad Torres Family	Metal Roofing	\$1,000.00
Mechanics Bank	\$250 credit to Corning Lumber account	\$250.00
Merchants Bank	Monetary	\$1,000.00
Acel/Mccoys	Paint Simpson ties	\$750.00
Corning Lumber	Brick at cost	\$500.00
Quote at start of project: \$11,000		
One ASB PO submitted for \$1500		
Donated:		\$10,440.00

The Myhre family was instrumental in finding donors and making this project a reality. Battato Masonry also contributed numerous hours and knowledge to build a dug out that will serve our students for many years to come.



# DONATION INTAKE FORM

Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021  
(530) 824-8000  
(530) 824-8005 fax

Office Use Only	
Received by:	
Date:	
Donation Report:	
Board Meeting:	

**F  
R  
O  
M**

Business/  
Individual

Contact Name

Street

City, ST Zip

Corning Ford  
Francis Hopping  
2280 Short Dr. E  
Corning, CA 96021

Date 4/16/21

Phone (530) 824-5434

Fax ( )

Email

PLEASE ATTACH ANY APPLICABLE SUPPORTING DOCUMENTATION

Qty	Item	Description	Ref # (if applicable)	Purpose (if specified)	Amount/ Value
3		End Cutting Pliers			\$21.98

## Instructions:

- 1) Complete information regarding who the donation is from, including contact information.
- 2) Complete information regarding what has been donated. Donations from the same individual and/or business can be listed on one form.

Item - Cash, Check, Vehicle, Book, Computer, etc.

Description - Brief description of the item if other than a cash or check donation. (Year, make, model etc.)

Reference # - Check number, Vehicle VIN#, unit model, etc.

Purpose - Specify any identified program or purpose for the item being donated.

Amount/Value - Specify estimated value if item is not cash or check with a stated value amount.

- 3) Send completed form, with any supporting documentation attached, to Christine Fears, CBO.

**Note regarding vehicles:** Attach a copy of registration, but keep original along with any manuals etc. with the vehicle.

## DISTRICT OFFICE USE ONLY

Account

Amount


☒ Board Agenda  
Donation Report

5/20/21  
Board Meeting

☒ Approved

Chief Business Official

Date



## DONATION INTAKE FORM

Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021  
(530) 824-8000  
(530) 824-8005 fax

Office Use Only	
Received by:	
Date:	
Donation Report:	
Board Meeting:	

FROM	Business/ Individual	<u>Corning Carpet</u>
	Contact Name	<u>Melissa</u>
	Street	<u>811 5th Street</u>
	City, ST Zip	<u>Corning, CA 96021</u>

Date	<u>4/19/21</u>
Phone	<u>(530) 624-5428</u>
Fax	<u>( )</u>
Email	<u></u>

PLEASE ATTACH ANY APPLICABLE SUPPORTING DOCUMENTATION

Qty	Item	Description	Ref # (if applicable)	Purpose (if specified)	Amount/ Value
16	Boxes	VCT Tile		Maintenance	\$861. <sup>14</sup>

### Instructions:

- 1) Complete information regarding who the donation is from, including contact information.
- 2) Complete information regarding what has been donated. Donations from the same individual and/or business can be listed on one form.

Item - Cash, Check, Vehicle, Book, Computer, etc.

Description - Brief description of the item if other than a cash or check donation. (Year, make, model etc.)

Reference # - Check number, Vehicle VIN#, unit model, etc.

Purpose - Specify any identified program or purpose for the item being donated.

Amount/Value - Specify estimated value if item is not cash or check with a stated value amount.

- 3) Send completed form, with any supporting documentation attached, to Christine Fears, CBO.

**Note regarding vehicles:** Attach a copy of registration, but keep original along with any manuals etc. with the vehicle.

DISTRICT OFFICE USE ONLY	
Account	Amount
<input checked="" type="checkbox"/> Board Agenda	<u>5/20/21</u>
Donation Report	Board Meeting
<input checked="" type="checkbox"/> Approved	Chief Business Official
	Date

SOLD TO

ADDRESS

STATE

ZIP

PHONE

JOB PHONE

LOCATION:

**CORNING CARPET**

311 5th Street

CORNING, CA 96021

(530) 824-0811

Fax (530) 824-8555

CA. CONTRACTOR L.P. #71055867

**JOB 000401  
INVOICE**

SOLD BY

DATE OF ORDER

SCHEDULED INSTALLATION DATE

CASH CHARGE OTHER

ROOM	MEGR./DISTR.	STYLE NO.	PRODUCT NAME	COLOR NO.	COLOR NAME	TYPE OF FLOORING	WIDTH	LENGTH	TOTAL SQ.-YD./FT.	PRICE PER SQ.-YD./FT.	AMOUNT
------	--------------	-----------	--------------	-----------	------------	------------------	-------	--------	-------------------	-----------------------	--------

1											
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3											
4											
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TYPE FLOOR ☐ WOOD ☐ CEMENT ☐ YES ☐ NO FURNITURE ☐ YES ☐ NO APPLIANCES ☐ YES ☐ NO PREP: ☐ YES ☐ NO

SUB-TOTAL 799.20  
LABOR 61.99  
SALES TAX 61.99  
CA CRPT STEWARDSHIP ASSESSMENT 86.11  
TOTAL 1009.29

CUSTOMER READ BEFORE SIGNING: Buyer understands that there may be a dye-lot variation from sample. Seller is not responsible for chips, dents or conditions of existing moldings, doors, jambs or fixtures. Room must be clear of obstacles at time of installation. Seller is not responsible for cutting doors. Seller is not responsible for customers measurements. Seller is not responsible for manufacturer or shipper delays. Unforeseen structural problems upon installation may change the amount due on this invoice. A FINANCE CHARGE OF \_\_\_\_\_% (\_\_\_\_\_% PER ANNUM) will be charged to accounts past \_\_\_\_\_ days in the event Buyer defaults under the terms of this agreement. Buyer agrees to pay reasonable attorney fees, if the sums due are collected by or through an attorney.

DEPOSIT 170.00  
BALANCE DUE 839.29  
DATE COMPLETED AND PAID IN FULL 7/10/01

PAYMENT IN FULL TO BE MADE UPON COMPLETION OF INSTALLATION, UNLESS OTHERWISE NOTED.

CALIFORNIA NOTICE TO BUYER PRINTED ON REVERSE SIDE.  
I/WE THE BUYER(S) ACCEPT THE ABOVE AND BACK PRINTED TERMS AND CONDITIONS. Sig: \_\_\_\_\_

Thank You!  
DUPLICATE

**FLOORING**

SOLD TO  
Address  
CITY  
HOME PHONE  
JOB PHONE

**CORNING CARPET**  
811 5th Street  
CORNING, CA 96021  
(530) 324-0311  
FAX (530) 824-8555  
CA. CONTRACTOR LIC. #1056387

720 St  
Hawthorne VCT - 129 beds

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720 St  
Hawthorne VCT - 129 beds

SOLD BY  
SCHEDULED INSTALLATION DATE

CASH  
CHARGE  
OTHER

PRICE PER  
SQ.YD./FT.

AMOUNT

SUB-TOTAL

LABOR

SALES TAX

CA CRPT  
STEWARDSHIP  
ASSESSMENT

TOTAL

DEPOSIT

BALANCE DUE

DATE COMPLETED AND

PAID IN FULL

Thank You!

INSTALLER COPY

10

9

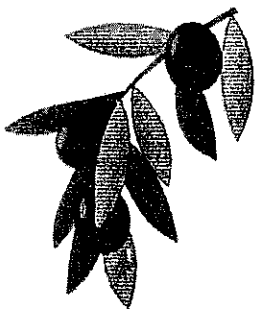
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FLOORING



# CORNING UNION HIGH SCHOOL DISTRICT

Jared Caylor, Superintendent

Board Members: William Mache, James Bingham, J. Scott Patton, Todd Henderson, and Larry Glover

## Surplus Equipment/Obsolete Equipment and/or Furniture Form

Date 4/16/21

Site CUHS

### Form Completion Instruction (In description block provide the following)

- Textbooks: Title, Publisher, copyright date, quantity and reason for withdrawal.
- Equipment: Name, estimated value, quantity and reason for surplus.

Description	Recommended Disposition
Shop Fan	Scrap
Woodtek Radial Arm Saw	Sell
Disc Sander	Sell

\_\_\_\_ For additional items, check here and attach list.

Supervisor Approval:

Signature

Date

Site Administrator

Signature

Date

Superintendent Approval

Signature

Date

Board Meeting Date 5/20/21

Approved



Denied



Disposition:

# **CORNING UNION HIGH SCHOOL DISTRICT BOARD RESOLUTION # 435**

## **Adoption of a Governmental 457(b) Deferred Compensation Plan**

**WHEREAS**, the Governing Board of Corning Union High School District ("Employer"), designated as a governmental employer desires to adopt the new Schools Insurance Program for Employees 457(b) Deferred Compensation Plan, a governmental non-qualified plan that qualifies under IRC Section 457(b) (the 457(b) Plan) in which eligible employees and if specified, de minimus independent contractors, are permitted to make voluntary salary reductions.

### **THEREFORE, BE IT RESOLVED THAT:**

- 1. The Board hereby establishes and adopts** the Corning Union High School District 457(b) Deferred Compensation Plan which is for the benefit of Plan participants, and
- 2. Administration and Compliance:** The Governing Board authorizes the Superintendent/President or designee, to develop appropriate procedures to install necessary controls to insure that the Plans are operated in conformance with the Internal Revenue Code, including related regulations as currently stated, and as amended in the future.

The Superintendent/President or designee is the District's Plan Administrator for the Plan and is hereby authorized and directed to execute documents and perform the actions necessary to properly establish and administer the Plan, including the selection or eviction of investment option providers, to take any action necessary to adopt such trust accounts, annuity contracts or custodial accounts as are necessary to establish funding vehicles for the Plan, to receive and invest contributions in such investment options as are selected by Employees participating in the Plan, and the entering into contracts or agreements as necessary to carry out the duties of the Districts Plan Administrator, and where applicable, to execute procedures required to attain and maintain the qualified status of the Plan.

- 3. Individuals who will be permitted** to participate in the 457(b) Plan are described in the Plan Document and the Adoption Agreement for the Plan; and participate by entering into an amendment of employment contract for the purpose of effecting a reduction in the salary paid to such participant.
- 4. Conformance:** It is the intention of the Board that the 457(b) Deferred Compensation Plan will conform with the applicable federal and state statutory requirements, as amended in the future; and that assets of the Plan are to be held in Trust for the benefit of Plan participants and their beneficiaries.

**Third Party Administrator:** To assist the District in meeting the above requirements stated in this resolution, the Board hereby authorizes and directs the Superintendent/President or designee, to engage the services of Envoy Plan Services, Inc. as the independent Third Party Administrator for the District's 457(b) Deferred Compensation Plan.

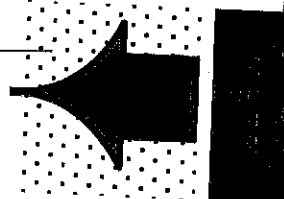
This Resolution is hereby adopted and approved.

Corning Union High School District: \_\_\_\_\_

Adopted by the Governing Board: Meeting Date: May 20, 2021

Certified by the Secretary of the Board: Name: Jared Caylor

Signature: \_\_\_\_\_



RESOLUTION FOR NON-DIRECT SERVICE DISTRICTS  
RESOLUTION 436

2020-21 YEAR END CLOSING RESOLUTION  
EDUCATION CODE 42601

WHEREAS, the Corning Union High School District Board of Trustees wishes to allow the County Superintendent of Schools to identify and make the transfers between the designated fund balance or the unappropriated fund balance and any expenditure classification or classifications, if needed, to balance the district before year-end closing.

And, WHEREAS, the Corning Union High School District wishes to allow the County Superintendent of Schools to balance any expenditure classifications of the budget of the district for the 2020-21 school year as necessary to permit the payment of obligations of the district incurred during that school year.

BE IT HEREBY RESOLVED, that the Corning Union High School District gives consent to the County Superintendent of Schools to identify and make the necessary transfers and notify the district.

PASSED AND ADOPTED by said Governing Board on the 20th day of May, by the following vote:

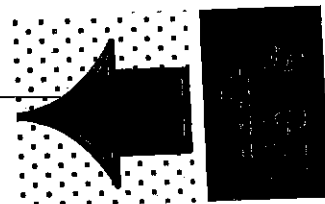
AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Date: \_\_\_\_\_

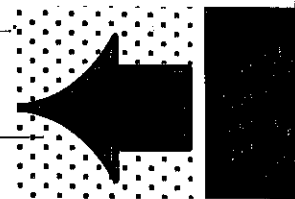
\_\_\_\_\_  
Clerk, Board of Trustees



CERTIFICATION:

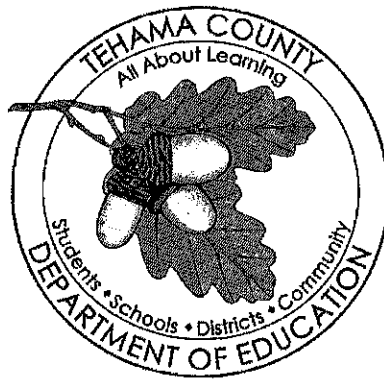
I Jared Caylor, certify that the foregoing is a correct copy of a resolution passed and adopted by the Corning Union High School District on May 20, 2021

\_\_\_\_\_  
Superintendent/Administrator





# **Tehama County Plan for the Education of Expelled and At-Risk Students**



**Developed By:  
Tehama County Department of Education  
and the  
School Districts of Tehama County**

**Triennial Update  
2021**

## **TEHAMA COUNTY PLAN FOR THE EDUCATION OF EXPELLED AND AT-RISK STUDENTS**

### **Introduction**

Tehama County is located approximately two hours north of Sacramento. Tehama County is primarily rural with a rich history in forestry, fishing/hunting, and agriculture. The county is home to just under 64,000 people.

There are currently 13 public school districts in Tehama County with a total enrollment of in the 2019-202 school year of 11,109 students, grades TK through 12. Tehama school districts are geographically remote, creating needs for student transportation and strong inter-district cooperation. There have been few expulsions in Tehama school districts over the past three years. There are only three school districts within the county that continue to operate Community Day Schools. All LEAs have made a commitment to the implementation of alternatives for discipline and student placement.

### **Overview of the Legal Requirement**

California Education Code (EC) Section 48926 requires county superintendents, in conjunction with superintendents of the school districts within the county, to develop a plan for providing educational services to all expelled pupils in that county. The plan was to be adopted by the governing board of each school district within the county, and by the county board of education and submitted to the State Superintendent of Public Instruction (SSPI) in 1997. Education Code Section 48926 also requires that each county superintendent of schools, in conjunction with district superintendents in the county, submit a triennial update to that plan to the SSPI.

Education Code Section 48926 provides specifically that the plan shall enumerate existing educational alternatives for expelled pupils, identify gaps in educational services to expelled pupils, and strategies for filling those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

In compliance with Education Code Section 48926, the Tehama County Department of Education (TCDE) collaborated with all Tehama County school districts to develop this plan and process for providing educational services to expelled pupils within the county. This plan identifies existing educational alternatives, gaps in educational services to expelled pupils, and provides strategies for filling those service gaps.

After approval of all appropriate Boards of Trustees, this triennial plan will be submitted to the State Superintendent of Public Instruction.

## **Alternative Programs Offered in Tehama County**

The following districts in Tehama County currently operate alternative programs to serve the needs of expelled students:

1. Corning Union Elementary School District
2. Corning Union High School District
3. Evergreen Union Elementary School District
4. Red Bluff Union Elementary School District
5. Red Bluff Joint Union High School District

All districts in Tehama County are responsible for their own alternative placements, but do have the option to partner with other districts for services. Please refer to the process flow charts in the Appendix.

Additional Alternatives for Expelled Students in Tehama County include:

1. Independent Study: Education Code Section 51747 (c) (7) A student expelled for a less serious offense may be offered independent study, provided that an appropriate alternative classroom program is offered as a choice, and the on-site portion of the independent study does not occur on the site from which the student was expelled (EC 48916.1 (c)). Students with IEPs will have continued services.
2. Suspended Expulsion with student placement on the same school campus.
3. Suspended Expulsion with student placement on district school campus within the district.
4. Suspended Expulsion with student placement in district independent study, if all parties agree and other appropriate education alternatives are available.
5. Enrollment at another district as described in Education Code Section 48915.1.

## **Addressing Individual Needs of Students**

For any alternative placement, an individual student rehabilitation plan will be developed. It will describe those program elements that the student will receive during their term of expulsion or placement. This rehabilitation plan will provide a description of what steps must be taken for that student to return to the regular school program.

To foster positive attitudes and academic progress, Tehama school districts agree that those districts operating alternative educational programs will provide the help needed to address student academic and behavioral challenges. Alternative educational program staff will collaborate with families, district teachers/counselors/psychologists/school health personnel, and community agencies.

Involvement from community law enforcement and health related agencies will occur as appropriate.

## **County and District Gaps in Educational Services for Expelled Students, Including Strategies to Meet Identified Needs**

### **Identified Gaps and Needs:**

Tehama County districts have identified four primary areas of need for Expelled Students:

1. The need for strengthened district capacity to serve all at-risk youth.
2. The need for quality, job-embedded professional development and training for alternative education personnel.
3. The need for additional counseling services in regular and alternative education programs.
4. The need for options with behaviorally intensive students who are not successful, even in Tehama school district alternative educational programs.

In conjunction with the Tehama County Department of Education, districts have developed a plan to address the above needs in order of priority:

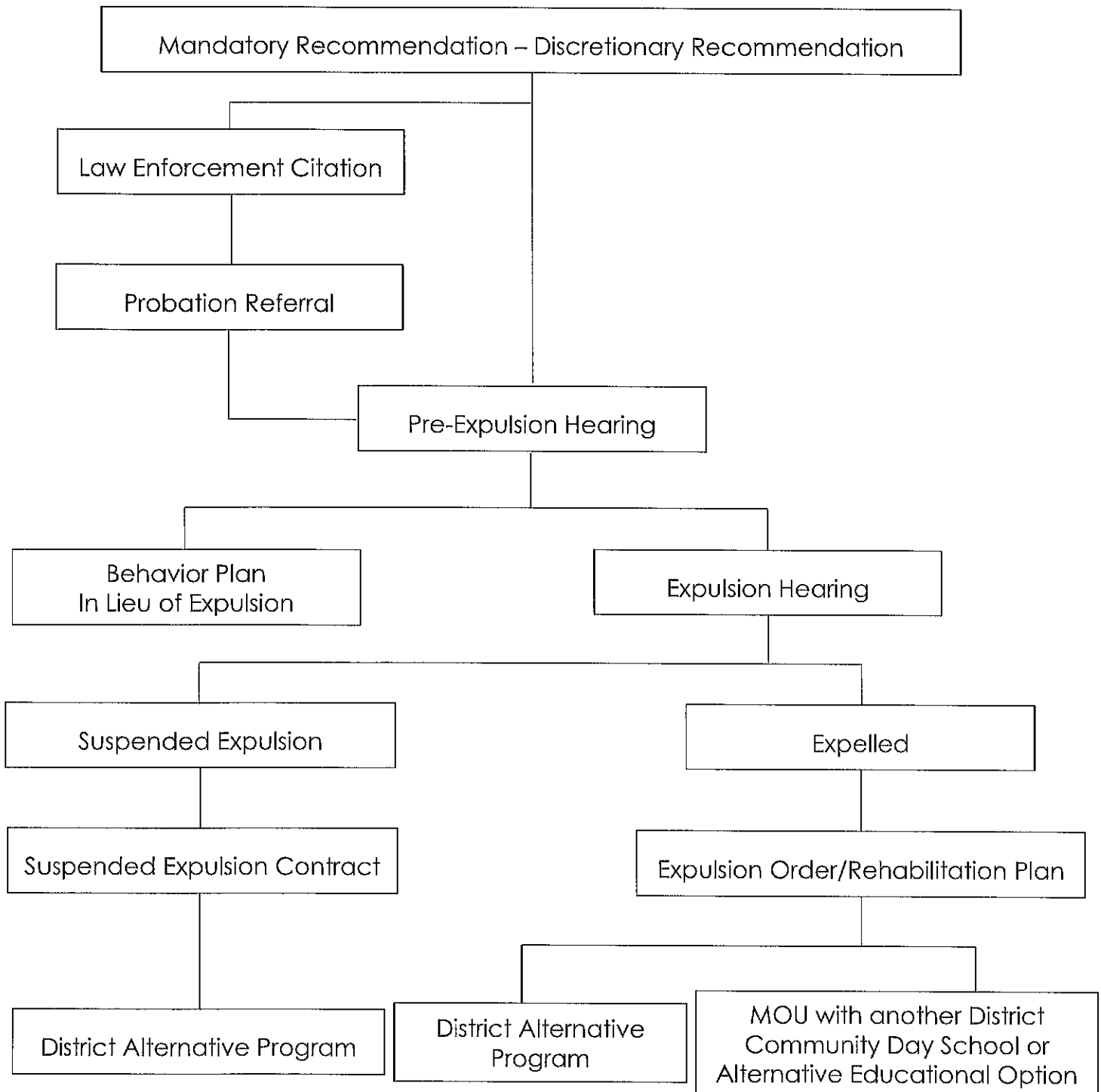
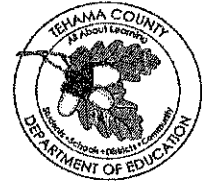
1. TCDE and six LEAs within Tehama County initiated a five-year plan to address the social and emotional well-being of our students, staff, and community. The SEL Community of Practice (COP) was developed and meets quarterly to build capacity within our schools and leaders.
2. Multi-Tiered Systems of Support (MTSS) structures and strategies have been implemented across the county. Five districts in Tehama County participated in the SUMS/MTSS Scale Up Initiative. All districts have a commitment to positive behavior interventions and the use of restorative justice practices.
3. In the 2020-2021 school year, the Tehama County Student Services Collaborative was awarded the MHSSA Grant. This grant provides 2.5 million dollars over four years to assist in the development and delivery of school wide mental health prevention and intervention services.
4. Professional development and support structures aligned to MTSS concepts, including Social Emotional Learning, Trauma Informed Practices and ACEs, as well as Diversity, Equity, and Inclusion.
5. Job training opportunities for at-risk youth (CTE participation and employability skill instruction).

### **Monitoring Services**

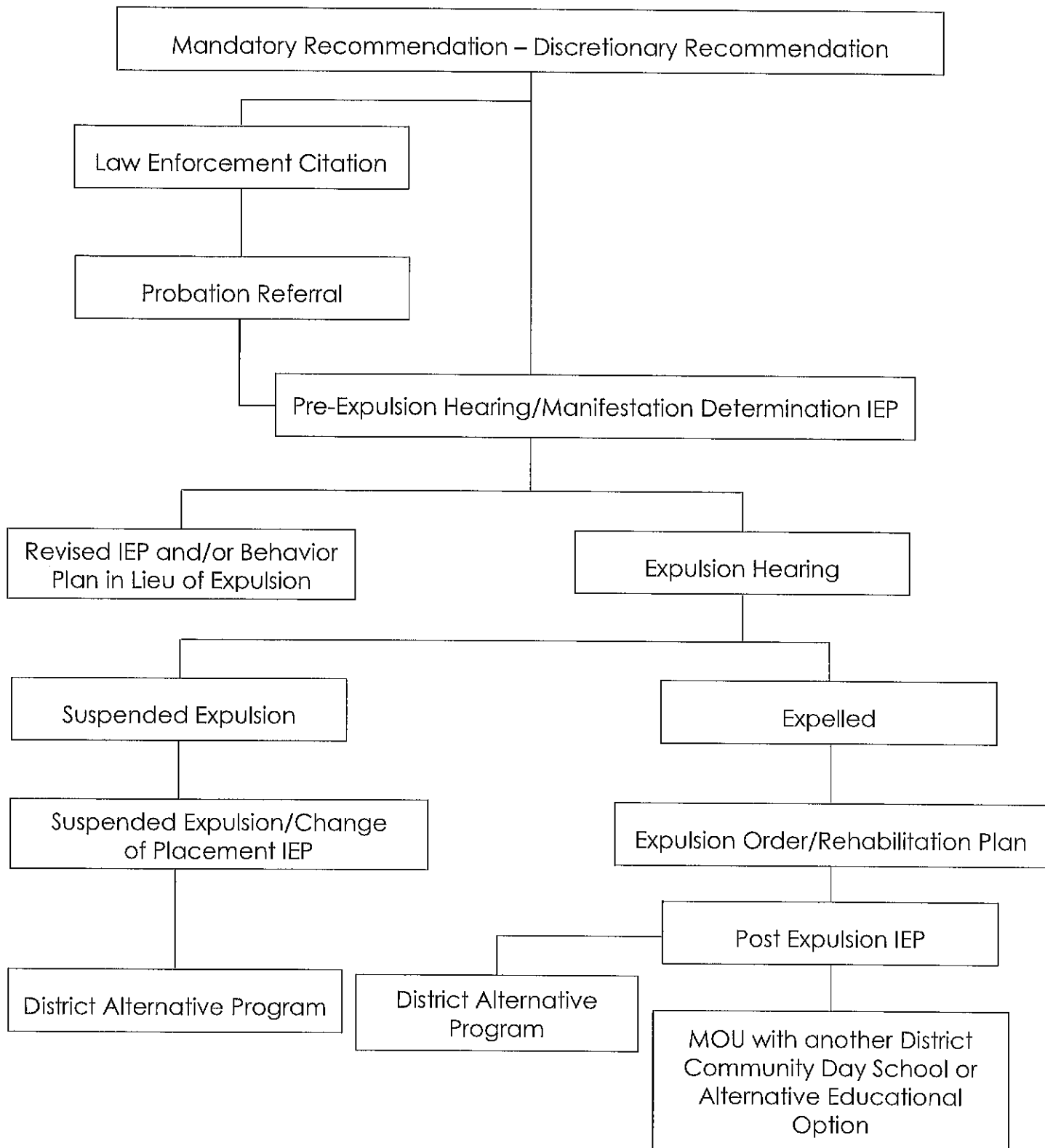
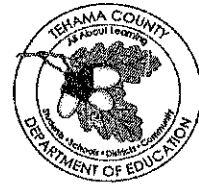
TCDE will continue to provide leadership while monitoring the need for programs and services. The county office and districts will collaborate in providing additional resources should they be required.

## APPENDIX

### FLOW CHART FOR EXPULSIONS REGULAR EDUCATION



**FLOW CHART FOR EXPULSIONS**  
**SPECIAL EDUCATION**



# Summary of COVID Relief Funding

Updated 03/22/21

In-Person Instruction and Expanded Learning Opportunity Grants						
District	ESSER II (CRRSA) Resource 3212	In-Person Instruction Resource 7422	Expanded Learning Opportunity Grant 90% Resource 7425	Expanded Learning Opportunity Grant 10% for Paras Resource 7426	ESSER III ESTIMATE	Total for District
Indirect Applicable:	LEA Approved Indirect Rate	to be determined	to be determined	to be determined	to be determined	
Deadline to spend:	03/13/20-09/30/23	**07/01/20-08/31/22	**07/01/20-08/31/22	**07/01/20-08/31/22	03/13/20-09/30/23	
	No Equitable Service Requirement	**expenses incurred beginning with the 20-21 school year per CDE	**expenses incurred beginning with the 20-21 school year per CDE	**expenses incurred beginning with the 20-21 school year per CDE	No Equitable Service Requirement	
Corning Union High School District	\$1,233,315	401,656	791,413	84,602	2,744,560	\$5,255,546

ESSER II (CRRSA)		Resource 3212	
LEA Approved Indirect Rate			
03/13/20-09/30/23			
DEPT	ITEM	\$	BAL
DISTRICT	UNEMPLOYMENT INS INCREASE	77,257	1,156,058
TRANS	DVR, HD5-1200 12 CH WIFI GPS	6,600	1,149,458
FACILITIES	Camera, cable, GPS and power cable	1,737	1,147,721
FACILITIES	CLASSROOM MODERNIZATION	750,000	397,721
FACILITIES	DSA COVERED AREA	100,000	297,721
FACILITIES	UMBRELLAS	4,000	293,721
FACILITIES	TABLES FOR NEW QUAD	20,000	273,721
ATHLETIC	FB Scoreboard	30,000	243,721
ATHLETIC	Benches	8,200	235,521
ATHLETIC	Water Station -4	1,600	233,921
ATHLETIC	Two Tier Benches	4,800	229,121
ATHLETIC	JV BB Scoreboard	8,000	221,121
ATHLETIC	JV SB Scoreboard	8,000	213,121
ATHLETIC	Soccer Scoreboard - 2	16,000	197,121
ATHLETIC	FB headset	4,000	193,121
ATHLETIC	Football Headsets	2,000	191,121
ATHLETIC	Tackling Crash Pad	1,100	190,021
ATHLETIC	Tackle Sled	1,800	188,221
ATHLETIC	Shoulder Pad Racks	1,250	186,971
ATHLETIC	Football Helmet Carts	750	186,221
ATHLETIC	Ultimate Garage Storage System	1,330	184,891
ATHLETIC	Wall Mount Storage Cabinet	1,296	183,595
ATHLETIC	Covered benches for Soccer -4	16,000	167,595
ATHLETIC	Net behind goals	10,000	157,595
ATHLETIC	10 Gatorade jugs	500	157,095
ATHLETIC	Lane blocker for track	1,500	155,595
DM	CARPET - ADULT ED	5,600	149,995
DM	STUDENT DESK/CHAIR	25,000	124,995
DM	PERIMETER LANDSCAPING	1,000	123,995
DM	SIGNAGE	5,700	118,295
DM	PARKING LOT RESURFACE	33,000	85,295
DM	OFFICE CARPET - PART 2	8,038	77,257
DM	EROSION WORK MARGUERITE	1,000	76,257
DM	KITCHEN FIRE DOOR	15,000	61,257
DM	VARSITY BASEBALL DRAINAGE	10,000	51,257
DM	NORTH GYM BOILER REPLACE	12,500	38,757
DM	JOHN DEERE MOWER	38,757	-



In-Person Instruction Resource 7422			
to be determined			
**07/01/20-08/31/22			
DEPT	ITEM	401,656	BAL
M&O	Cleaning Supplies	15,831	385,825
M&O	Hand Sanitizers	1,718	384,107
M&O	Cleaning Supplies	7,140	376,967
M&O	Hand Sanitizers	6,175	370,792
M&O	Trash Can Lids	280	370,512
M&O	Varsity Softball Drinking Fountain	5,000	365,512
M&O	JV Baseball Storage Shed	3,000	362,512
M&O	Concrete	1,000	361,512
M&O	3 New Vacuums	1,500	360,012
M&O	Plumbing Pipe Machine	1,100	358,912
M&O	Handheld Blowers Ego - Batteries	1,300	357,612
HEALTH	School Health supplies	1,000	356,612
ADMIN	Misc COVID Supplies	8,000	348,612
ADMIN	ELECTRONIC - NOTEPAD	600	348,012
ADMIN	COVID Masks	7,000	341,012
DISTRICT	WELLNESS PROGRAM	30,000	311,012
TECH	CAMERA SERVER	3,300	307,712
TECH	BARRACUDA REPLACEMENT	14,660	293,052
SPED	DocuSign Service	3,000	290,052
SPED	Smart tv- 50 inch and wall mount	800	289,252
SPED	Student chairs	900	288,352
PSYCH	Printer	300	288,052
SCIENCE	Lab Workstations	54,950	233,102
SCIENCE	Bar stools	1,000	232,102
MATH	Student Desks (32 for 6 rooms)	57,600	174,502
PE	Exercise Bikes	2,000	172,502
PE	IPods	1,200	171,302
SOCIAL SCI	Metal Shelving	1,200	170,102
SOCIAL SCI	Steel Double Door	1,500	168,602
Frosh Health	tables	4,800	163,802
CCR/AVID	computer tables	4,800	159,002
CCR/AVID	chairs	2,600	156,402
CCR/AVID	30 chairs	2,600	153,802
frsh Health activ	tricycle	100	153,702
CCR/AVID	File organizer	85	153,617
LWP	Book shelves	150	153,467
CCR/AVID	document camera	300	153,167
LWP	Teacher's desk	400	152,767

In-Person Instruction Resource 7422			
to be determined			
**07/01/20-08/31/22			
DEPT	ITEM	152,767	BAL
LWP	Teacher standing desk	150	152,617
Found. in Health	Standing desk	274	152,343
Found. in Health	Rectangle Mobile Training Table	299	152,044
Dance	Wireless Microphone Headset	30	152,014
Dance	ion Pathfinder all weather bluetooth	139	151,875
Dance	Allvodes exercise bands	510	151,365
Dance	Yoga Mats Gaiam	586	150,779
Found. in Health	Big and Tall executive chair	301	150,478
Found. in Health	Lockways cork bulletin board	62	150,416
Found. in Health	65 Conway Cast Iron Book shelf	340	150,076
Found. in Health	Wood desktop storage unit black	14	150,062
Found. in Health	Wood Magazine File Black	14	150,048
Found. in Health	Wooden Letter tray black	11	150,037
Found. in Health	Wooden pencil holder black	9	150,028
child development	empathy belly	3,000	147,028
G3 lab - manufact	computers	32,000	115,028
G3 lab - manufact	powder coating booth	1,000	114,028
DATA/REG	Microsoft Surface	1,200	112,828
TINKER	Nikon® ProStaff® 1000 Laser Rangefinder	2,618	110,210
TINKER	Digital scales	347	109,864
TINKER	4K Drone with Camera	3,696	106,168
TINKER	Samsung Galaxy Tab A7 10.4" with	2,118	104,050
DALE	Laptop	1,200	102,850
DALE	Office Chair	200	102,650
DALE	Lab Tables	5,100	97,550
DALE	Chairs	3,400	94,150
DALE	Hydraulic Press	1,400	92,750
DALE	video projector	1,000	91,750
DALE	Laptop for Classroom	1,200	90,550
DALE	Metal Lab Tables	3,600	86,950
DALE	24 classroom chairs	1,200	85,750
ATHLETIC	Athletic Storage -20	30,000	55,750
ATHLETIC	Athletic TEAM SUPPLIES -15	30,000	25,750
ATHLETIC	Cameras for all vans	8,000	17,750
ATHLETIC	Ice Machine	3,000	14,750
ATHLETIC	Cameras 7	14,000	750
ATHLETIC	Folding Chairs	500	250
ATHLETIC	Gatorade Coolers - 10 gal.	250	-



Expanded Learning Oportunity Grant 10% for		
Paras Resource 7426		
to be determined		
**07/01/20-08/31/22		
DEPT	ITEM	BAL
CENT	IBI PARA	43460
CUHS	VACANCY	32000
CUHS	EXTRA DUTY	9142
		41,142
		9,142
		-

ESSER III ESTIMATE		
to be determined		
03/13/20-09/30/23		
DEPT	ITEM	BAL
DM	PORTABLE STAGE	3500
DM	SHOT PUT/DISCUS PAD	2000
DM	CAFÉ KITCHEN UPGRADE	200000
DM	CUHS/CENT FENCE	140000
DM	WIFI SPRINKLER CONTROLS	8500
DM	AG WING POWER ADDITION	160000
DM	MASTER FACILITIES PLAN DEVELOP	25000
DM	MASTER FAC. PLAN IMPLEMENTAT	750000
DM	ELECTRICAL UPGRADE S. GYM	200000
DM	BLEACHER PAINTING	50000
DM	STADIUM LIGHTS	105000
DM	S GYM HVAC	65000
DM	RODGERS RANCH PROJECTS	200000
DM	FLEET MANAGEMENT	40000
DM	COVID RELATED COMPENSATION	240000
DM	INCREASED HEALTH BENEFIT COST	120000
DM	UNFORSEEN NEEDS	435560
		2,744,560
		2,741,060
		2,739,060
		2,539,060
		2,399,060
		2,390,560
		2,230,560
		2,205,560
		1,455,560
		1,255,560
		1,205,560
		1,100,560
		1,035,560
		835,560
		795,560
		555,560
		435,560
		-

## **Corning Independent Teachers Association Sunshine Items for 2021-22**

The Corning Independent Teachers Association proposes opening the following articles of the certificated contract for negotiations for the 2021-22 school year:

- Appendix A-4: Department Head Language
- Appendix A-3: Stipends
- Article XIII: Utility Coverage Compensation

## **Corning Union High School District Sunshine Items for 2021-22: Certificated**

The Corning Union High School District proposes opening the following articles of the certificated contract for negotiations for the 2021-22 school year:

- Article IV: Negotiation Procedures
- Article V: Evaluations
- Article XIII: Teaching Rights and Responsibilities

## **Corning Union High School District Sunshine Items for 2021-22: Classified**

The Corning Union High School District proposes opening the following articles of the certificated contract for negotiations for the 2021-22 school year:

- Article VIII: Compensation (Stipends)
- Article XI: Leaves
- Article XVIII: Grievance Procedure

Corning Union High School District  
643 Blackburn Avenue  
Corning, CA 96021

May 16, 2021

RE: Sunshine letter to open negotiations for the 2021-2022 successor contract for the Collective Bargaining Agreement between the Corning High School CAL ESP Association and the Corning Union High School District.

To: Superintendent Jared Caylor

On behalf of the Corning High School CAL ESP Association and pursuant to article XXV of the 2018-21 Collective Bargaining Agreement, I submit this request to open negotiations for the 2021-22 successor agreement.

Corning High School CAL ESP Association proposes negotiations including:

- Article 5- Association Rights
- Article 7- Hours of Employment
- Article 8- Compensation
- Article 11-Leaves
- Article 15-Classification/Reclassification
- Article 25 Duration

Sincerely,

Alvin Coleman, Vice-President, Corning High School CAL ESP Association

CC: Sean Ferguson

# **Corning Union High School District**

## **Board Policy**

### **Business and Noninstructional Operations**

BP 3515.21

#### **UNMANNED AIRCRAFT SYSTEMS (DRONES)**

The Governing Board recognizes that unmanned aircraft or aerial systems (drones) may be a useful tool to enhance the instructional program and assist with district operations. In order to avoid disruption and maintain the safety, security, and privacy of students, staff, and visitors, any person or entity desiring to use a drone on or over district property shall submit a written request for permission to the Superintendent or designee.

A small unmanned aircraft system or drone is an aircraft weighing less than 55 pounds that is operated remotely without the possibility of direct human intervention from within or on the aircraft and the associated elements, including communication links and controls, required for the pilot to operate the aircraft safely and efficiently. It does not include model aircraft or rockets such as those which are radio controlled and used only for hobby or recreational purposes. (49 USC 40101 Note; 14 CFR 107.3)

The Superintendent or designee may grant permission to district employees and students for the use of drones only if the planned activity supports instructional, co-curricular, extracurricular, athletic, or operational purposes. Such uses may include, but are not limited to, instruction in science, technology, engineering, and math (STEM), the arts, or other subjects; maintenance of grounds and facilities; and campus security. When used for instructional purposes, there shall be a clear and articulable connection between drone technology and the course curriculum. Students shall only operate a drone on or over district property under the supervision of a district employee as part of an authorized activity.

The Superintendent or designee may grant permission to other persons or entities under terms and conditions to be specified in a memorandum of understanding.

Any person or entity requesting to operate a drone on or over district property, including a district employee, shall provide a description of the type of operation requested, flight location, date and time of the planned flight, anticipated duration, and whether photos and/or video will be taken. As applicable, the applicant shall also present a copy of his/her Certificate of Waiver or Authorization or exemption issued by the Federal Aviation Administration.

Any person or entity, other than a district employee or student, who is requesting or operating a drone on or over district property shall agree to hold the district harmless from any claims of harm to individuals or property resulting from the operation of the drone and provide proof of adequate liability insurance covering such use.

In determining whether to grant permission for the requested use of a drone, the Superintendent or designee shall consider the intended purpose of the activity and its potential impact on safety, security, and privacy. The decision of the Superintendent or designee shall be final.



Any person authorized to use a drone on district property shall sign an acknowledgment that he/she understands and will comply with the terms and conditions of the district's policy, federal law and regulations, state law, and any local ordinances related to the use of drones.

When any use of drones is authorized, the Superintendent or designee shall notify the drone operator of the following conditions:

1. The operator is responsible for complying with applicable federal, state, and/or local laws and regulations, including federal safety regulations pursuant to 14 CFR 107.15-107.51 which include, but are not limited to, requirements that the drone not be flown at night, above 400 feet in altitude, or over any people unless they are in a covered structure or stationary vehicle. The operator shall maintain the visual line of sight with the drone at all times.
2. The drone shall be kept away from any area reasonably considered private, including, but not limited to, restrooms, locker rooms, and individual homes.
3. The district reserves the right to rescind the authorization for use of drones at any time.

The Superintendent or designee may remove any person engaged in unauthorized drone use on district property and/or may confiscate the drone. He/she may also shut down the operation of any authorized drone use whenever the operator fails to comply with the terms of the authorization or the use interferes with district activity, creates electronic interference, or poses unacceptable risks to individuals or property. Any student or staff member violating this policy shall be subject to disciplinary action in accordance with district policies and procedures.

CORPORATE HEADQUARTERS  
9650 Tanqueray Court  
Redding, CA 96003  
O. 530.223.2979  
F. 530.224.9260  
GaynorTelesys.com



Authorized Dealer of these  
products and more

NEC Mitel



VALCOM

Corning Union High School District  
Corning High

March 19, 2021

SCHEDULE "A"  
**VALCOM**  
Engineered Solutions

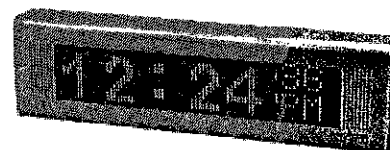
- 1 EA** Application Pro Server: This server has a web browser access to setup, schedules, and real-time control functions, multiple simultaneous schedules, multiple events per schedule, up to 12 simultaneous events. An event may send audio to any number of page groups. Events may control paging, relays, and/or streaming audio. Event types: Audio File, Streaming Audio, Relay Control, Test Room, Stop, Delay Cascading events from a single time trigger. Permits execution of a selection manually via the browser, Relay device input or CAP Message.

Includes Import and ability to convert audio files from many .wav formats, Text-To-Speech Conversion, Option to enhance audio files during import Record page audio to a file can be used in an event, schedule, and/or playlist. File may be date and time stamped and kept as history. Option for immediate playback: program playback zone(s) and number of repeats. System backup and restore (with various restore options) Volume control per event and master volume control (system wide).

**50 EA VL520: 20" wide.** Talkback IP Speaker with Text and Bright LED Flashers:

Provides highly visible message output and audio paging over an Ethernet network. Valcom multicast group paging features robust grouping and priority controls. This makes it easy to distribute low priority announcements yet allow high priority paging to override ongoing announcements.

**Existing Speaker/Clocks from Rooms J1 – J7 will be moved to Tech Office, Maint Office, Maint Shop, South Gym and North Gym Locker rooms.**



**3 EA VL550: 40" wide.** Talkback IP Speaker with Text and Bright LED Flashers:

Provides highly visible message output and audio paging over an Ethernet network. Valcom multicast group paging features robust grouping and priority controls. This makes it easy to distribute low priority announcements yet allow high priority paging to override ongoing announcements.

**North Gym, South Gym and Cafeteria.**



**2 EA** Wire guard covers (Gyms)

**CORNING HIGH**

**VALCOM**

**3/19/21**

**Gaynor responsibility:**

- Prevailing Wage Project DIR #1000010104
- Implementation Meeting(s) with stakeholders
- Install, Program & Test Valcom System
- Cabling Project
- On-Site end user & Admin training

VALCOM SYSTEM	\$ 64,628.27
SALES TAX	\$ 5,008.69
PREVAILING WAGE INSTALLATION & WARRANTY	\$ 9,900.00
CABLING PROJECT	\$ 9,062.37
TRAINING	\$ 400.00
SHIPPING	\$ 375.00
<b>TOTAL COST</b>	<b>\$ 89,374.33</b>

- ONE YEAR VALCOM HARDWARE WARRANTY
- ONE YEAR GAYNOR LABOR WARRANTY
- FREE GAYNOR HELP DESK FOR USER FEATURES FOR THE LIFE OF THE SYSTEM

*Gaynor Telesystems may connect this equipment to a third-party dial tone or internet service provider within your business, the installation or monthly charges from your third-party dial tone provider isn't included in the pricing above. Gaynor Telesystems has no control over the reliability of the third-party service providers. It is the customer's responsibility to provide a stable service provider for integration to our equipment. If multiple trips are required there may be additional labor charges. There is a potential for additional charges to be incurred if connection problems or network diagnostics arise, before, during or after installation. An example of these is static, dropped calls, disconnects, echo, network integration issues, or cell phone carrier claims that the phone system is at fault. When we troubleshoot, and discover the problem is with the carrier or customer's network we will bill for our diagnostic time at our normal rates.*

*Gaynor Telesystems recommends a UPS / Surge protection on all equipment. Problems or hardware failure due to electrical loses (power outages / surges / brownouts) are not covered under warranty or maintenance.*

*Unforeseen circumstances may require additional hardware and/or software to be purchased and installed during the installation of your new phone system. This quote doesn't include upgrading your existing cable infrastructure, which would be a separate quote if needed. Examples of existing infrastructure include: cables, jacks, routers, patch panels, network switches, POE switches, racks, 66 blocks, patch cords, network equipment, virtual private network equipment, and network configuration.*

***Proposal is good for 60 days. This proposal contains proprietary and confidential information and is for the sole use of Corning Union High School District. It should not be shared outside your organization.***

***If you have any questions, please contact Richard Brush at 223-2979 Ext 140 [rbrush@gaynortelesys.com](mailto:rbrush@gaynortelesys.com) or Maureen Gaynor 223-2979 Ext 125 [mgaynor@gaynortelesys.com](mailto:mgaynor@gaynortelesys.com)***

# 2021-2022 Corning Adult School Calendar

Corning Adult School

250 E. Fig Lane

Corning, CA 96021

Phone: (530) 824-7414 Fax: (530) 838-6991

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 5	Independence Day Holiday
Aug. 22	Last Day of Summer School
Aug. 23	Inservice
Aug. 24	1st Day of School
Sept. 6	Labor Day
Nov. 11	Veteran's Day
Nov. 22-26	Thanksgiving Vacation
Dec. 17 - Dec 31	Christmas Break
Jan. 17	Dr. Martin Luther King, Jr. Day
Feb. 14 - 18	Presidents Week
Apr. 15 - 22	Easter Break
May 30	Memorial Day
June 3	Last Day of Regular Classes
June 6	1st Day of Summer School

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					



March 2022						
S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		



April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

 Non Instructional  
Summer School

 No Summer School on Fridays  
 Legal Holiday

 Inservice Days  
 First & Last Days of School

## Expanded Learning Opportunities Grant Plan

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Corning Union High School District	Jared Caylor, Superintendent	jcaylor@corninghs.org

The following is the local educational agency's (LEA's) plan for providing supplemental instruction and support to students, including those identified as needing academic, social-emotional, and other supports, including the provision of meals and snacks. The plan will explain how the LEA will use the funds it receives through the Expanded Learning Opportunities (ELO) Grant to implement a learning recovery program for at least the students included in one or more of the following groups: low-income students, English learners, foster youth, homeless students, students with disabilities, students at risk of abuse, neglect, or exploitation, disengaged students, and students who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, credit-deficient students, high school students at risk of not graduating, and other students identified by certificated staff.

For specific requirements please refer to the Expanded Learning Opportunities Grant Plan Instructions.

### Plan Descriptions

A description of how parents, teachers, and school staff were involved in the development of the plan.

The District engaged its stakeholders beginning with the strategic planning process of 2019-20 and carried that into this school year. Through this process, all District stakeholders, including certificated staff, classified staff, administration, the Board, parents, and community members, were brought together to discuss issues facing the District. These issues were categorized into four major categories: 1) school operations, 2) curriculum, instruction, and assessment, 3) college career readiness, and 4) multi-tiered Systems of Support and Interventions. By engaging stakeholders on these four topics, we were able to identify needs in the District. Additionally, as we moved through the Covid pandemic, our schools remained open full time to students, so we were able to engage our parents in traditional ways, such as parent teacher conferences, site council, DELAC, social media, Google Forms, etc.

A description of how students will be identified and the needs of students will be assessed.

Students who are in need of intervention, credit recover, academic remediation, or social emotional supports will be identified by using data from the District's student information system, testing data (such as EL PAC), and parental and student engagement efforts.

Departments that have traditionally been focused on intervention, such as special education and English language development, already have complex systems in place to assess and identify students in need. We will expand these systems into more traditional core departments. Specifically, the District is recommitting to its WASC action plan to implement a comprehensive student data system that can more regularly assess our students across a variety of disciplines.

A description of how parents and guardians of students will be informed of the opportunities for supplemental instruction and support.

Throughout the Covid-19 pandemic, the District has developed new communication methods to stay in touch with our parents. We upgraded our all call system, provided internet access to all homes (for email/social media access), improved our use of social media, and opened our public meetings to be attended remotely. In addition to these across the board efforts, we will continue to work with our partners in various county agencies and private organizations to provide therapy, drug and alcohol counseling, domestic violence services, etc. These services are usually paired with families through direct one on one conversations with our counseling or other support staff.

A description of the LEA's plan to provide supplemental instruction and support.

CUHSD was open to students for in person instruction for all of the 2021-22 school year. As a result, students that attended on campus are not as far behind as students in our district, or other districts, that have attended distance learning all school year. However, in order to offer on campus instruction, we were required to reduce class sizes for everyone, but especially in CTE classes. As a result, student requests for CTE courses, specifically in Foods and Nutrition and Commercial and Residential Construction are heavily impacted. For this reason, these programs will be prioritized in spending to allow for more students to take them, thereby catching up on their CTE pathway completion. Additionally, there are several courses in the Entrepreneurship and Self Employment pathway that support some of our most at risk students (many with IEP's). This program is also in need of new equipment to make it viable. In addition to investment in these programs, there will also be numerous supplies purchased to allow students to have their own sets (instead of leaving them in class). This will allow more students to catch up on work/credits outside of the school day. In physical education and electives such as art, students are often required to share equipment and space, slowing down their progress. We will be purchasing new materials for classes to provide more instruction in a shorter amount of time in order to remediate more students. This grant will also be used to supplement Adult Education, Independent Study, and the Continuation School. All of these programs already target students in need of credit recovery. These funds will help grow those programs and make them more robust for students.

## **Expenditure Plan**

The following table provides the LEA's expenditure plan for how it will use ELO Grant funds to support the supplemental instruction and support strategies being implemented by the LEA.

<b>Supplemental Instruction and Support Strategies</b>	<b>Planned Expenditures</b>	<b>Actual Expenditures</b>
Extending instructional learning time	\$0.00	[Actual expenditures will be provided when available]
Accelerating progress to close learning gaps through the implementation, expansion, or enhancement of learning supports	\$198,819	[Actual expenditures will be provided when available]
Integrated student supports to address other barriers to learning	\$155,649	[Actual expenditures will be provided when available]
Community learning hubs that provide students with access to technology, high-speed internet, and other academic supports	\$2,400	[Actual expenditures will be provided when available]
Supports for credit deficient students to complete graduation or grade promotion requirements and to increase or improve students' college eligibility	\$176,400	[Actual expenditures will be provided when available]
Additional academic services for students	\$339,567	[Actual expenditures will be provided when available]
Training for school staff on strategies to engage students and families in addressing students' social-emotional health and academic needs	\$3,180	[Actual expenditures will be provided when available]
<b>Total Funds to implement the Strategies</b>	<b>\$876,015</b>	<b>[Actual expenditures will be provided when available]</b>

A description of how ELO Grant funds are being coordinated with other federal Elementary and Secondary School Emergency Relief Funds received by the LEA.

Funds from the ELO grant were considered in conjunction with other funds by the Board, administration, and staff as the plan was developed. ELO funds were used primarily for expenses that the District believes are in addition to our normal services for students. The word "expand" was key in our decision making in this process. We aimed to have expenses in this category that expanded programs already offered to make them more accessible for students. Reopening dollars, on the other hand, were utilized to supplement our already strong in person programs, and help us offset the cost of being open rather than on distance learning.

## **RESOLUTION NO. 437**

### **RESOLUTION OF THE BOARD OF TRUSTEES OF THE CORNING UNION HIGH SCHOOL DISTRICT APPROVING A SITE LEASE, A SUBLEASE, AND A CONSTRUCTION SERVICES AGREEMENT RELATING TO THE CLASSROOM PROJECT**

**WHEREAS**, the Board of Trustees (the “Board”) of Corning Union High School District (the “District”), previously identified facility needs throughout the District;

**WHEREAS**, such needs are as generally described in the District’s overall facility planning documents (“Facility Plans”) and include the Sitework for 11 Classroom Modular described below (the “Project”);

**WHEREAS**, Section 17406 of the Education Code authorizes a lease-leaseback (LLB) construction process in which the construction and modernization of school buildings on property owned by a school district can be completed by leasing the property to a contractor, followed by the subleasing of the site and such improvements to that school district pursuant to agreements calling for such arrangements;

**WHEREAS**, the Board previously authorized the use of the LLB construction delivery method on certain projects deemed appropriate for such process;

**WHEREAS**, the District presently owns Corning High School, located at 643 Blackburn Avenue Corning, CA 96021 (“the Site”) is an appropriate site for the Project in accordance with the provisions of Education Code Sections 17400 *et seq.*;

**WHEREAS**, the Board is authorized under Section 17406 of the Education Code to lease the Site for the development, construction, and installation of the Project and to leaseback the Site and the improvement thereon to the District;

**WHEREAS**, this Board of Trustees previously approved the procedures and guidelines for evaluating the qualifications of contractors to ensure the District obtains the “best value” in the selection of entities to engage in LLB project services for the District in Resolution #433;

**WHEREAS**, consistent with the Board’s desire to provide for the development, construction, installation and lease of the Project in accordance with the provisions of Education Code Sections 17400 *et seq.*, District staff previously sought through an advertised request for proposal process, firms capable of providing services to the Board for the Project, using a competitive solicitation process, including procedures and guidelines designed to solicit a best value proposal;

**WHEREAS**, after taking into consideration the demonstrated competence and professional qualifications, with the best-value to the District, it was determined that Lakmann



Builders Inc. (“Contractor”) was qualified to undertake the Project on the Site and to lease the completed Project to the Board consistent with the requirements of Education Code Sections 17400 *et seq.*;

**WHEREAS**, the plans were approved by the Division of State Architect (“DSA”) on 1-16-2020, plan #02-116489

**WHEREAS**, it is the intent of the Board to direct the Superintendent or his designee to execute the Documents, as defined below, making them applicable to the Project; and

**WHEREAS**, a proposed Site Lease, Sublease, and Construction Services Agreement to be entered into by the Board and Contractor (collectively referred to herein as the “Documents”), which are incorporated herein by reference, have been prepared, and it is the intent of the Board to approve such documents in substantially final form and to authorize the execution of such documents by the Board’s Superintendent, or his designee, in the manner provided for herein.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Corning Union High School District as follows:

**Section 1.     Recitals.** The above recitals are true and correct.

**Section 2.     Consistency of Process and Compliance with Law.** The Board hereby finds that the process undertaken by the District to date to solicit proposals for the Project, and to draft the Documents have all been undertaken and performed in a manner consistent with the requirements of Education Code Sections 17400 *et seq.* and that the Board is now authorized to proceed with the commencement of the Project in the manner set forth in the Documents.

**Section 3.     Approval of Contractor Selected.** Based on the District’s review using the best value criteria, the Board hereby approves the awarding of this contract and oversight of the Project to Lakmann Builders Inc.. as identified above.

**Section 4.     Approval of Guaranteed Maximum Price.** The Board hereby approves the Guaranteed Maximum Price of One Million Three Hundred Ninety Six Thousand One Hundred Ten Dollars (\$1,396,110.00), the Project consistent with the terms and conditions of the Documents.

**Section 5.     Approval of the Documents.** The Board hereby approves the Documents, attached hereto as Exhibit A, in substantially final form with such additional changes or revisions as may be necessary to be implemented by the Superintendent, or his designee, to complete such agreements consistent with the terms and conditions of this Resolution and the provisions of Education Code Sections 17400 *et seq.*

**Section 6.     Authorization to Enter into Documents.** The Superintendent or his designee (the “Designated Officer”), is hereby authorized, on behalf of the Board, to execute and deliver the Documents as they apply to the Project to Contractor in substantially the form presented to the Board with such changes therein as the Superintendent or the Designated Officer, may require or approve, consistent with the terms and conditions of this Resolution.

**Section 7. Additional Authorization.** The Superintendent or the Designated Officer is hereby further authorized and directed to prepare, on behalf of the Board, any other documentation necessary to carry out the terms for the Project, as set forth in the Documents, consistent with the terms and conditions of this Resolution. Any action heretofore taken by the Superintendent, the Designated Officer on behalf of the Board, that is in conformity with the purposes and intent of this Resolution and with the provisions of Education Code Sections 17400 *et seq.* with respect to the Project is hereby approved and confirmed.

**Section 8. Effective Date.** This Resolution shall become effective upon the date of its adoption.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Corning Union High School District on May 20, 2021 by the following vote:

AYES: \_\_\_\_\_

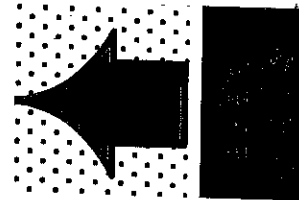
NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

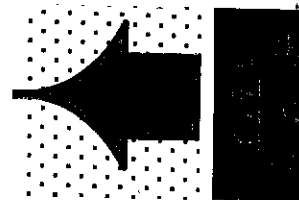
By: \_\_\_\_\_

President, Board of Trustees  
Corning Union High School District



ATTEST:

\_\_\_\_\_  
Secretary, Board of Trustees  
Corning Union High School District



**EXHIBIT A**

[Attach and include the Construction Services Agreement, Site Lease, and Sublease]

**Stotts & Sons, Inc.**  
**House Movers**

18795 Jessie Road  
Anderson, CA 96007  
(530) 365-4791  
Fax: (530) 605-0332  
Cell: (530) 945-1508  
#289214

To: Corning High School  
att: Zane Schneider

Date: 5/5/21

#: Zane @ zaneschneider.com

Fax #: \_\_\_\_\_

Stotts & Sons, Inc. will:

Recreate two classrooms @ in one piece  
on campus. Rebuild pads skirt them  
put ramps back

You will:

take fence down - make pathway for move

Price of job (break down):

\$7,800 p/classroom - material included up to \$1,000  
if price of material over \$1,000 price will be added

Total Price: \$15,600.00

Client: \_\_\_\_\_

Contractor: Keith Stotts Keith Stotts

# SUBLEASE AGREEMENT

Corning Union High School Project  
High School Sitework for 11 Modular Classroom Project  
Phase 3

Dated as of May 20, 2021

Between

Corning Union High School District

And

Lakmann Builders Inc.

**CORNING UNION HIGH SCHOOL DISTRICT  
HIGH SCHOOL SITEWORK FOR 11 MODULAR CLASSROOMS PROJECT  
SUBLEASE AGREEMENT**

This Sublease Agreement (“Sublease”) is dated as of May 20, 2021, and is by and between Corning Union High School District, a school district duly organized and existing under the laws of the State of California (“District”), and Lakmann Builders Inc. a corporation organized and operating under the laws of the State of California and holding in good standing California State Contractors Licensing Board License #819634 (“Lessor”).

**RECITALS**

**WHEREAS**, pursuant to Section 17400 et seq. of the Education Code, District may enter into leases and agreements relating to real property and buildings to be used by District;

**WHEREAS**, District deems it essential for its own governmental purpose, to finance the construction and installation of certain improvements at Corning Union High School, consisting of sitework at the high school as described in Exhibit “A” (together, the “Project”) attached hereto and incorporated herein by reference and situated at the District’s [website, office], as shown on Exhibit “B” (“Site”), attached hereto and incorporated herein by reference;

**WHEREAS**, pursuant to Section 17406 of the Education Code, District is leasing the Site to Lessor under a lease agreement dated as of May 20, 2021 (“Site Lease”) incorporated herein by reference, in consideration of Lessor leasing and subleasing the Project and the Site to District pursuant to the terms of this Sublease;

**WHEREAS**, District owns the Corning Union High School, located at 643 Blackburn Ave. Corning, California 96021 (the “School”) site and pursuant to that certain Construction Services Agreement entered into by and between District and Lessor dated as of May 20, 2021 (“Construction Services Agreement”), District will adopt plans and specifications approved by the Division of the State Architect (“DSA”) on January 20, 2020;

**WHEREAS**, the Board of Education of the District (the “Board”) has determined that it is in the best interests of the District and for the common benefit of the citizens in the District to construct the Project by leasing the Site to Lessor and by simultaneously entering into this Sublease under which the District will lease back the Site and the Project from Lessor and if necessary, make Sublease Payments as indicated in Section 7 and Exhibit “C”, attached hereto and incorporated herein by reference;

**WHEREAS**, the District further acknowledges and agrees that it has entered into the Site Lease and Sublease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students; and

**WHEREAS**, District and Lessor agree to mutually cooperate now or hereafter, to the extent possible, in order to sustain the intent of this Sublease and the bargain of both parties hereto, and to provide Sublease Payments to be made on the dates and in the amount set forth herein.

**WITNESSETH**

**NOW THEREFORE**, in consideration of the mutual covenants hereinafter set forth, District and Lessor agree as follows:

**SECTION 1. DEFINITIONS.**

Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Sublease, have the meanings as herein specified.

A. **“Certificate of Acceptance and Notice of Completion”** mean those certificates signed by a District Representative to the effect that the Project has been substantially completed.

B. **“Construction Costs”** means any and all reasonable and necessary costs incurred by Lessor with respect to the construction and equipping, as the case may be, of the Project, including, without limitation, costs for the Site preparation, the construction of the Project and related facilities and improvements, and all other work in connection therewith; all costs of financing, including, without limitation, the cost of consultant, accounting and legal services, other expenses necessary or incident to determining the feasibility of the Project, contractors’ and developers’ overhead and supervisors’ fees, and costs directly allocable to the Project; and all costs and expenses including any taxes or insurance premiums paid by Lessor with respect to the Property, administrative and other expenses necessary or incident to the Project and the financing thereof (including reimbursement to any municipality, District, or other entity for expenditures made, with the prior approval of District, for the Project).

C. **“Construction Services Agreement”** means the Construction Services Agreement for construction of site work and improvements to the High School site, by and between District and Lessor, dated as of \_\_\_\_\_, 2021.

D. **“Contract Documents”** means the Construction Services Agreement, this Sublease, and the Site Lease.

E. **“District”** means the Corning Union School District, a school district duly organized and existing under the laws of the State of California.

F. **“Effective Date”** shall mean the day on which District issues a Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.

G. **“Event of Default”** means one or more events of default as defined in Section 20 of this Sublease.

H. **“Guaranteed Maximum Price” or “GMP”** means the Guaranteed Maximum Price established pursuant to Section 4 of the Construction Services Agreement, consisting of the combined

“Tenant Improvement Payments” and “Sublease Payments” as such terms are defined in Exhibit “C” of this Sublease.

I. **“Lessor”** shall mean Lakmann Builders Inc. and its successors and assigns.

J. **“Site”** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit “B” attached hereto.

K. **“Project”** means the construction of improvements and equipment to be constructed and installed by Lessor at the Site, as more particularly described in Exhibit “A” attached hereto.

L. **“Site Lease”** means the Site Lease dated as of May 20, 2021, by and between District and Lessor, together with any duly authorized and executed amendment thereto under which District leases the Site to Lessor.

M. **“Sublease”** means this Sublease together with any duly authorized and executed amendment hereto.

N. **“Sublease Payment”** means any payment required to be made by District pursuant to Section 7 and Exhibit “C” of this Sublease.

O. **“Tenant Improvement Payments”** means any payment required to be made by District pursuant to the Construction Services Agreement and Exhibit “C” of this Sublease.

P. **“Term of this Sublease” or “Term”** means the time during which this Sublease is in effect, as provided for in Section 3 of this Sublease.

## **SECTION 2. SUBLEASE.**

Lessor hereby leases and subleases to District, and District hereby leases and subleases from Lessor the Project and the Site, including any real property improvements now or hereafter affixed thereto in accordance with the provisions herein for the full term of this Sublease. The leasing by Lessor to District of the Site shall not effect or result in a merger of District’s leasehold estate pursuant to this Sublease and its fee estate as Lessor under the Site Lease, and Lessor shall continue to have and hold a leasehold estate in said Site pursuant to the Site Lease throughout the term thereof and the term of this Sublease.

## **SECTION 3. TERM OF THE SUBLEASE.**

A. The terms and conditions of this Sublease shall become effective upon the Effective Date. The term of this Sublease for the purposes of District's obligation to make Sublease Payments shall commence on the earlier of the following two (2) events as specified immediately below (“Commencement Date”), and shall terminate three (3) months after the Commencement Date (the “Term”):

1. The date the District takes beneficial occupancy of the Project; or



2. The date of Project Completion, as defined in Section 12 of this Sublease.

B. On the Commencement Date, the parties shall execute the Memorandum of Commencement attached hereto as Exhibit “D” to memorialize the commencement and expiration dates of the Term. Notwithstanding this Term, the parties hereby acknowledge that each has obligations, duties, and rights under this Sublease that exist upon the Effective Date and prior to the beginning of the Term.

C. **Adjustment of Term.** The Term may be extended or shortened upon the occurrence of any of the following events:

1. An Event of Default, as specified below, and non-defaulting party’s election to terminate this Sublease;

2. A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated in Section 15 of the Site Lease; or

3. The exercise of District’s Purchase Option under Section 7, below.

#### **SECTION 4. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF DISTRICT.**

District represents, covenants, and warrants to Lessor that:

A. District is a political subdivision duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Sublease and to perform all of its obligations hereunder;

B. District’s governing body has duly authorized the execution and delivery of this Sublease and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability;

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

D. There is no pending or, to the knowledge of District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of District to perform its obligations under this Sublease;

E. The Project and the Site are essential to District in the performance of its governmental functions and their estimated useful life to District exceeds the term of this Sublease;

F. District shall take such action as may be necessary to include all Sublease Payments in its annual budget and annually to appropriate an amount necessary to make such Sublease Payments;

G. District shall not abandon the Site for the use for which it is currently required by District and, to the extent permitted by law, District shall not seek to substitute or acquire property to be used as a substitute for the uses for which the Site is maintained under the Sublease; and

H. District shall not allow any Hazardous Substances (as such term is defined in the Site Lease and limited by that which shall be disclosed by District prior to the commencement date for the Project in the Notice to Proceed) to be used or stored on, under, or about the Site.

#### **SECTION 5. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSOR.**

Lessor represents, covenants, and warrants to District that:

A. Lessor is duly organized, validly existing, and in good standing as a corporation under the laws of the State of California, with full power and authority to lease and own real and personal property in California;

B. Lessor has full power, authority, and legal right to enter into and perform its obligations under this Sublease, and the execution, delivery, and performance of this Sublease has been duly authorized by all necessary company actions on the part of Lessor and does not require any further approvals or consents;

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

D. There is no pending or, to the knowledge of Lessor, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of Lessor to perform its obligations under this Sublease;

E. Lessor will not mortgage or encumber the Site or sublease or assign this Sublease or its rights to receive Sublease Payments hereunder, except as permitted herein; and

F. Lessor shall not allow any Hazardous Substances (as such term is defined in the Site Lease) to be used or stored on, under, or about the Site.

#### **SECTION 6. CONSTRUCTION/ACQUISITION.**

A. District has entered into a Construction Services Agreement and a Site Lease with Lessor in order to acquire and construct the Project. The cost of the construction and installation of the Project is determined by the GMP as set forth in Section 4 of the Construction Services Agreement.

B. In order to ensure that moneys sufficient to pay all costs will be available for this purpose when required, District shall maintain funds on deposit in its general fund and shall annually appropriate funds sufficient to make all Sublease Payments which become due to Lessor under this Sublease Agreement.

## **SECTION 7. SUBLEASE PAYMENTS.**

A. District shall pay Lessor sublease payments (“Sublease Payments”) in accordance with the provisions in Exhibit “C” of this Sublease. The District shall have no obligation to make Sublease Payments hereunder in the event the Effective Date of this Sublease does not occur as a result of District’s inability to issue a Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

B. Should District fail to pay any part of the Sublease Payments not otherwise excused pursuant to this Section or Section 9, below, within fifteen (15) business days from the due date thereof, District shall, upon Lessor’s written request, pay interest on such delinquent payment from the date said payment was due until paid at the rate of two (2%) simple interest per month or the maximum legal rate, whichever is less.

C. **Purchase Option.** If District is not in default hereunder, District shall be granted the option to purchase not less than the entire Project in its “as-is” condition and terminate the Sublease. Under no circumstances can the purchase option occur on or before one-half of the Sublease Payments, in accordance with the terms of Exhibit “C,” have been made by the District. If the District exercises this option, the District shall pay directly to Lessor all remaining Sublease Payments and Tenant Improvement Payments, not previously paid.

### **D. Each Payment Constitutes a Current Expense of District.**

1. The District and Contractor understand and intent that the obligation of the District to pay Sublease Payments and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

2. Sublease Payments due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Sublease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

3. The District covenants to take all necessary actions to include the estimated Sublease Payments in each of its final approved annual budgets.

4. The District further covenants to make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Sublease Payments that come due and payable during the period

covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Sublease Payments or any other payments due hereunder. The covenants on the part of District contained in this Sublease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Sublease agreed to be carried out and performed by the District.

5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Sublease.

#### **SECTION 8. FAIR RENTAL VALUE.**

"Sublease Payments" as defined in Exhibit "C" of this Sublease shall be paid by District in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Project and the Site during the Term. Title to the tenant improvements shall vest progressively as Tenant Improvement Payments are made under the Construction Services Agreement and Sublease Payments are made under the Sublease, but title shall not fully vest until the end of the Term of this Sublease and payment of any amounts owed under this Sublease. The parties hereto have agreed and determined that such total rental is not in excess of the fair rental value for the Project and the Site. In making such determination, consideration has been given to the fair market value for the Project and the Site; other obligations of the parties under this Sublease (including, but not limited to, costs of maintenance, taxes, and insurance); the uses and purposes which may be served by the Project and the Site, and the benefits therefrom which will accrue to District and the general public; and the ability of District to make additions, modifications, and improvements to the Project and the Site which are not inconsistent with the Construction Services Agreement and which do not interfere with Lessor's work on the Project and the Site.

#### **SECTION 9. SUBLEASE PAYMENT ABATEMENT.**

In addition to delay of Sublease Payments provided in Section 7, above, Sublease Payments due hereunder with respect to the Project and the Site shall be subject to abatement prior to the commencement of the use of the Project and the Site by District or during any period in which, by reason of material damage to or destruction of the Project or the Site, there is substantial interference with the use and right of possession by District of the Project and the Site or any substantial portion thereof. For each potential incident of substantial interference, decisions to be made on i) whether or not abatement shall apply; ii) the date upon which abatement shall commence; iii) the applicable portion of Sublease Payments to be abated; and iv) the concluding date of the particular abatement shall all be subject to determinations by District. The amount of Sublease abatement shall be such that the Sublease Payments paid by District during the period of the Project and Site restoration do not exceed the fair rental value of the usable portions of the Project and Site. In the event of any damage or destruction to the Project or the Site, this Sublease shall continue in full force and effect. If, after the parties have executed the Memorandum of Commencement Date attached as Exhibit "D", the Project is destroyed or damaged beyond repair, the District may determine to abate its use of the Project, and upon written notice to Lessor, the Term shall cease. Thereafter, the District shall have no obligation

to make, nor shall Lessor have the right to demand, any future Sublease Payments as indicated in the GMP provisions of Exhibit “C” to this Sublease.

#### **SECTION 10. USE OF SITE AND PROJECT.**

Lessor acknowledges that portions of the School Site shall, at all times, be occupied by the District as an operating school. During the term of this Sublease, Lessor shall provide District with quiet use and enjoyment of such occupied portions of the Site without suit, or hindrance from Lessor or its assigns, provided District is in compliance with its duties under this Sublease. District will not use, operate, or maintain the Site or Project improperly, carelessly, in violation of any applicable law, or in a manner contrary to that contemplated by this Sublease. District shall provide all permits and licenses, if any, necessary for the operation of the Project and Site. In addition, District agrees to comply in all respects (including, without limitation, with respect to the time, maintenance, and operation of the Project and Site) with laws of all jurisdictions in which its operations involving the Project and Site may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the Site or Project; provided, however, that District may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to the Site or Project or its interest or rights under this Sublease. Upon substantial completion of the Project or severable portions hereof, Lessor shall provide District with quiet use and enjoyment of the Site and Project without suit or hindrance from Lessor or its assigns, subject to reasonable interference from ongoing construction operations on any remaining portion of the Site under construction by Lessor.

#### **SECTION 11. LESSOR’S INSPECTION/ACCESS TO THE SITE.**

District agrees that, with prior written approval of District, Lessor and any of Lessor’s representatives shall have the right at reasonable times to enter upon the Site or any portion thereof to construct and improve the Project, to examine and inspect the Site and Project, and to exercise its remedies pursuant to the section in this Sublease entitled “Remedies on Default.”

#### **SECTION 12. PROJECT COMPLETION AND ACCEPTANCE.**

District shall acknowledge final inspection and completion of the Project by executing a Certificate of Acceptance approved by the governing board (“Project Completion”), and recording a Notice of Completion.

#### **SECTION 13. CONSTRUCTION SERVICES AGREEMENT AND SITE LEASE.**

All of the terms and conditions of the Site Lease and Construction Services Agreement apply to this Sublease as if they were contained in this Sublease.

#### **SECTION 14. ALTERATIONS AND ATTACHMENTS.**

All permanent additions and improvements that are made to the Project shall belong to and become the property of Lessor, subject to the provisions of the Site Lease. Separately identifiable attachments added to the Project by District shall remain the property of District.

**SECTION 15. MAINTENANCE.**

Once the Project is substantially complete and occupied by the District, the District shall have responsibility for maintenance and repair of the entire Project and the Site, except for warranty or other obligations of Lessor relating to the improvements as set forth in the Construction Services Agreement.

**SECTION 16. UTILITIES.**

Unless otherwise so specified in the Construction Services Agreement, District shall, in its own name, contract for and pay the expenses of all utility services required for the Project once constructed. Such utilities include but are not limited to, all air conditioning, heating, electrical, gas, refuse collection, water, and sewer units. District shall be liable for payment as well as maintenance of all utility services received.

**SECTION 17. PHYSICAL DAMAGE; PUBLIC LIABILITY INSURANCE.**

Lessor and District shall maintain such damage and public liability insurance policies with respect to the Project and Site as required by the Construction Services Agreement.

**SECTION 18. TAXES.**

District shall keep the Project and the Site free and clear of all levies, liens, and encumbrances and shall pay all license fees, registration fees, assessments, charges, and taxes (municipal, state, and federal) if applicable, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Project and the Site, excluding, however, all taxes on or measured by Lessor's income.

**SECTION 19. INDEMNITY.**

In addition to the indemnification set forth in Section 35 of the Construction Services Agreement and Section 18 of the Site Lease, to the extent permitted by law, the parties shall, with respect to the Project and the Site, indemnify each other against and hold each other harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorneys' fees, arising out of, connected with, or resulting from any acts of omission or commission by the indemnifying party's employees and Sublease aspects of the Project and third parties on the Site, including, without limitation, the construction, possession, use or operation of the Project including any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities brought by third parties under the supervision, direction, or control of the indemnifying party.

**SECTION 20. EVENTS OF DEFAULT.**

The term "Event of Default," as used in this Sublease means the occurrence of any one or more of the following events:

A. District fails to make any unexcused Sublease Payment (or any other payment) within fifteen (15) days after the due date thereof or District fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition, or agreement is not cured within ten (10) days after written notice thereof by Lessor.

B. Lessor discovers that any statement, representation, or warranty made by District in this Sublease, or in any document ever delivered by District pursuant hereto or in connection herewith is misleading or erroneous in any material respect.

C. District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator, or liquidator of District or of all or a substantial part of its assets, or a petition for relief is filed by District under federal bankruptcy, insolvency, or similar laws.

D. Lessor fails to perform or observe any covenant, condition, or agreement to be performed or observed by it hereunder and such failure to perform the covenant, condition, or agreement is not cured within ten (10) days after written notice thereof by District.

E. District discovers that any statement, representation, or warranty made by Lessor in this Sublease, or in any document ever delivered by Lessor pursuant hereto or in connection herewith is misleading or erroneous in any material respect.

F. Lessor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator, or liquidator of Lessor or of all or a substantial part of its assets, or a petition for relief is filed by Lessor under federal bankruptcy, insolvency, or similar laws.

## **SECTION 21. REMEDIES ON DEFAULT.**

Upon the happening of any Event of Default, the non-defaulting party may exercise remedies set forth below; provided, however, that notwithstanding anything herein to the contrary, there shall be no right under any circumstances to accelerate the Sublease Payments or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

A. In the event that the non-defaulting party does not elect to terminate this Sublease pursuant to subsection B., below, the parties shall remain responsible for the performance of all conditions herein.

B. In the event of termination of this Sublease by Lessor at its option and in the manner hereinafter provided on account of default by District, District shall pay Lessor undisputed Sublease Payments then owing for past Sublease Payments due and not paid and undisputed compensation on the basis of time and materials or recognized costs plus reasonable mark-up for all labor, materials, and services provided up to the date of Lessor's termination of the Sublease. In the event of termination of this Sublease by District at its option and in the manner hereinafter provided on account of default by Lessor, District shall not be responsible to pay Lessor future Sublease Payments or compensate

Lessor for time and materials for labor, materials, and services provided after the date of District's termination of the Sublease.

No right or remedy herein conferred upon or reserved to the parties is exclusive of any other right or remedy herein, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time; provided, however, that notwithstanding any provisions to the contrary herein, Lessor shall not under any circumstances have the right to accelerate the Sublease Payments that fall due in future Sublease periods or otherwise declare any Sublease Payments not then in default to be immediately due and payable.

## **SECTION 22. NON-WAIVER.**

No covenant or condition to be performed by District or Lessor under this Sublease can be waived except by the written consent of both parties. Forbearance or indulgence by District or Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until complete performance by District or Lessor of said covenant or condition, the other party shall be entitled to invoke any remedy available to it under this Sublease or by law or in equity despite said forbearance or indulgence.

## **SECTION 23. ASSIGNMENT.**

Without the prior written consent of the other party, which consent shall not be unreasonably withheld, neither District nor Lessor shall (a) assign, transfer, pledge, or hypothecate this Sublease, the Project and the Site, or any part thereof, or any interest therein, or (b) sublet or lend the use of the Site or any part thereof, except as authorized by the provisions of the California Civic Center Act, Education Code section 38130 et seq. Consent to any of the foregoing prohibited acts applies only in the given instance and is not a consent to any subsequent like act by District or any other person. Lessor shall not assign its obligations under this Sublease with the exception of its obligation to issue default notices and to convey or reconvey its interest in the Project and the Site to District upon full satisfaction of District's obligations hereunder. This Sublease inures to the benefit of, and is binding upon, the heirs, legatees, personal representatives, successors, and assigns of the parties hereto. Notwithstanding anything to the contrary contained in this Sublease, no consent from the District shall be required in connection with any assignment by Lessor to a lender for purposes of financing the Project as long as there are not additional costs to the District.

## **SECTION 24. OWNERSHIP.**

The District will obtain title to the Project from Lessor, and any and all additions, repairs, replacements, or modifications thereof, as construction progresses and Sublease Payments and Tenant Improvement Payments are made to Lessor, provided that full title will not vest in the District until all Sublease Payments have been paid in accordance with the terms of this Sublease. Title shall be transferred to and vested in District hereunder without the necessity for any further instrument of transfer. At the termination of this Sublease, any improvements constructed thereon shall vest in District.



## **SECTION 25. RELEASE OF LIENS.**

At the conclusion of the term of this Sublease, Lessor shall authorize, execute, and deliver to District all documents reasonably requested by District to evidence (i) the release of any and all liens created pursuant to the provisions of this Sublease and the Site Lease as they relate to the Project, the Sublease, and the Site Lease, and (ii) any other documents required to terminate the Site Lease and this Sublease.

## **SECTION 26. TERMINATION OF CONSTRUCTION SERVICES AGREEMENT.**

In the event the Construction Services Agreement is terminated pursuant to the provisions contained therein, this Sublease shall immediately terminate.

## **SECTION 27. SEVERABILITY.**

If any provision of this Sublease shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Sublease, unless elimination of such provision materially alters the rights and obligations embodied in this Sublease.

## **SECTION 28. INTEGRATION/MODIFICATION.**

This Sublease constitutes the entire agreement between Lessor and District as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promises or representations with respect to those matters covered herein, and it shall not be amended, altered, or changed except by a written agreement signed by the parties hereto.

## **SECTION 29. NOTICES.**

Service of all notices under this Sublease shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any change in the addresses noted shall not be binding upon the other party unless preceded by no less than thirty (30) days prior written notice. Any such notices shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or fax followed by regular mail, addressed as follows:

If to Lessor:                      Lakmann Builders Inc.  
797 Twin View Road  
Redding, CA 96003  
Attn: Dan Lakmann

If to District:                      Corning Union High School District  
643 Blackburn Avenue  
Corning, California 96021

Attn: Jared Caylor., Superintendent

With a copy to:

Parker & Covert LLP  
2520 Venture Oaks Way, Suite 190  
Sacramento, CA 95833  
Attn: Addison Covert

**SECTION 30. TITLES/RECITALS.**

The titles to the sections of this Sublease are solely for the convenience of the parties and are not an aid in the interpretation thereof. The Recitals set forth at the beginning of this Sublease are hereby incorporated herein by this reference.

**SECTION 31. TIME.**

Time is of the essence in this Sublease and each and all of its provisions.

**SECTION 32. LAWS AND VENUE.**

The terms and provisions of this Sublease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Sublease, the action shall be brought in a state court situated in the County of Tehama, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county.

**SECTION 33. EXECUTION IN COUNTERPARTS.**

This Sublease may be simultaneously executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

**SECTION 34. TERMS NOT DEFINED.**

Capitalized terms used in this Sublease that are not defined shall have the same meaning as in the Construction Services Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Sublease by their authorized officers as of the day and year first written above.

**LESSOR:**

Lakmann Builders Inc.

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

Its: \_\_\_\_\_

**DISTRICT:**

Corning Union High School District

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

Its: \_\_\_\_\_

DRAFT

## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF TEHAMA)

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)

) ss.

COUNTY OF TEHAMA)

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT “A”**

Description of Projects

[To be inserted – include details related to each project]

DRAFT

**EXHIBIT “B”**

Map of Sites  
[To be inserted]

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## **EXHIBIT “C”**

### **GUARANTEED MAXIMUM PRICE AND OTHER PROJECT COST, FUNDING, PAYMENT AND INSURANCE PROVISIONS**

**1. Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) to the District as consideration for the Sublease.

**2. Guaranteed Maximum Price.** Pursuant to the Sublease, Contractor will cause the Project to be constructed for One Million Three Hundred Ninety Six Thousand One Hundred Ten Dollars (\$1,396,110.00) (“Guaranteed Maximum Price” or “GMP”). Except as indicated herein for modifications to the Project set forth herein or in Section 4 of the Construction Services Agreement, Contractor will not seek additional compensation from District in excess of the GMP. District shall pay the GMP to Contractor in the form of Tenant Improvement Payments which comprise 95% of the GMP and Sublease Payments which comprise 5% of the GMP as indicated herein. The GMP includes the following components and as further detailed herein:

**(a) Cost to Perform Work.**

**(1) Subcontractor Costs.** Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents.

**(2) Contractor-Performed Work.** Costs incurred by the Contractor for self-performed work.

**2. General Conditions.** The fixed amount to be paid for all costs of labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor for insurance (except for general liability insurance), permits, taxes, and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly.

**2.3 Fees.** All fees, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project.

**2.4 Bonds and Insurance.** [Reserved]

**2.5 Overhead and Profit.** [Reserved]

**3.0 Payment of Guaranteed Maximum Price.** District shall pay the GMP to Contractor in the form of Tenant Improvement Payments and Sublease Payments as indicated herein.



**4.1 Tenant Improvement Payments.** Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor One Million Three Hundred Twenty Six Thousand Three Hundred Four Dollars and no Cents (\$1,326,304.00) ("Tenant Improvement Payment(s)"), pursuant to Section 21 of the Construction Services Agreement.

**4.2 Sublease Payments.** After the parties execute the Memorandum of Commencement ("MOC") Date, attached as Exhibit "D" of this Sublease, the District shall pay to Contractor Sixty Nine Thousand Eight Hundred Six Dollars and No Cents (\$69,806) ("Sublease Payment(s)"), as indicated below.

(a) The Sublease Payments shall be consideration for the District's rental, use, and occupancy of the Project and Site and shall be made in equal monthly installments for the duration of the Term.

(b) The District represents that the total annual Sublease Payment obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Sublease.

(c) **Fair Rental Value.** District and Contractor have agreed and determined that the total Sublease Payments constitute adequate consideration for the Construction Services Agreement and Sublease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration has been given to the obligations of the Parties under the Construction Services Agreement, Site Lease and Sublease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

(d) The Sublease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **Two and One Half percent (2.5%)**:

Date of Payment	(a) Beginning Balance*	(b) Payment	(c) Interest at 2.5% per annum	(d) Principal Paid	(e) Ending Balance [(a)-(d)]
Upon execution of MOC	\$ _____	\$ _____	\$ 0.00	\$ _____	\$ _____
MOC + 1 month	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
MOC + 2 months	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total		\$ _____	\$ _____	\$ _____	\$ 0.00

\*The Prepayment Price shall be the Beginning Balance as of the date the Purchase Option is exercised pursuant to Section 7 of the Sublease Agreement.

(e) **Financed Portion of Sublease Payments.** The District requires the Contractor to finance a portion of the Sublease Payments and that financing is reflected in the table above.

**5. Insurance and Bond Reimbursement.** At Project Completion of, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the GMP. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Sublease Payment(s). The District shall estimate this amount until Contractor indicates the total amount of this reimbursement.

**6. District Insurance.** In addition to the Contractor's insurance requirements set forth in the Construction Services Agreement, the District shall carry and maintain in force the following insurance at all times from and after District's acceptance of the Project:

(a) **Rental Interruption Insurance.** District shall carry and maintain in force for the benefit of District and Contractor, as their interests may appear, rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Sublease Payments payable under this Sublease and for the entire term of the Sublease. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance. The proceeds of this insurance shall be paid to the Contractor in lieu of the Sublease Payments that would otherwise be due and owing during this period.

(b) **Property Insurance.** District shall carry and maintain a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Contractor shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall not be relieved from the obligation of supplying any additional funds for replacement of the Project and the improvements thereon in the event of destruction or damage where insurance does not cover replacement costs. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District. Notwithstanding any provision to the contrary in this Sublease or the Construction Services Agreement, the District shall, concurrent with any occupancy, use or possession of any portion of the Project, furnish property and loss liability insurance to cover any such portion of the Project or the Site it occupies, uses or possesses. At such time the District commences occupancy, use or possession, District's insurance shall be primary and any coverage by Lessor be non-contributing excess over any other applicable insurance. District shall provide certificates of insurance and additional insured endorsements naming Lessor, which shall include wording that the District's coverage is primary and coverage provided by Lessor, if any, is non-contributing.

(c) **Commercial General Liability Insurance.** District shall carry and maintain a policy of commercial general liability insurance policy of \$\_\_\_\_\_. Contractor shall be named as an additional insured or co-insured thereof by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

**EXHIBIT "D"**

MEMORANDUM OF COMMENCEMENT DATE  
CORNING UNION HIGH SCHOOL DISTRICT  
HIGH SCHOOL SITEWORK PROJECT

**[TO BE ENTERED INTO AFTER CONSTRUCTION IS SUBSTANTIALLY COMPLETE  
TO COMMENCE THE SUBLEASE TERM – DO THIS AFTER NOC]**

This MEMORANDUM OF COMMENCEMENT DATE is dated \_\_\_\_\_, 2021, and is made by and between \_\_\_\_\_ ("Contractor"), as Lessor, and the Corning Union School District ("District"), as Lessee.

1. Contractor and District have previously entered into a Sublease dated as of \_\_\_\_\_, 2021 (the "Sublease") for the leasing by Contractor to District of the Site and Project in Corning, California, referenced in the Sublease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Construction Services Agreement has been completed by Contractor in all respects;

B. The District has accepted and entered into possession of the Project and now occupies same; and

C. That the term of the Sublease commenced on \_\_\_\_\_, 2021, and will expire at 11:59 p.m. on \_\_\_\_\_, 2021.

**THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED**  
on the date indicated below:

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**Corning Union High School District**

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

# CONSTRUCTION SERVICES AGREEMENT

Corning Union High School District  
High School Sitework for 11 Modular Classroom Project  
Phase 3

Dated as of May 20, 2021

Between

Corning Union High School District

And

Lakmann Builders Inc

**CORNING UNION HIGH SCHOOL DISTRICT  
HIGH SCHOOL SITEWORK FOR 11 MODULAR CLASSROOM PROJECT  
CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement (“Construction Services Agreement”) is dated as of May 20,, 2021, by and between the Corning Union High School District, a school district duly organized and existing under the laws of the State of California (“District”), and Lakmann Builders Inc., a corporation organized and operating under the laws of the State of California and holding in good standing California State Contractors Licensing Board License #819634 (“Contractor”).

**RECITALS**

**WHEREAS**, District owns and operates the Corning Union High School site, located at 643 Blackburn Ave Corning, California 96021(the “School”);

**WHEREAS**, District desires to complete certain improvements to the School on the school site including sitework (the “Project”);

**WHEREAS**, District has determined that it is necessary to retain the services of a construction firm to construct the Project;

**WHEREAS**, District has entered into an agreement with Nichols Melburg and Rossetto Architecture as its architect (“Architect”) to prepare the plans and specifications for the Project (“Plans and Specifications”), with the Plans and Specifications having been approved by the Division of the State Architect (“DSA”) on January 20, 2020 , along with a separate agreement with Schreder & Associates Project Management (“Construction Manager”) to provide construction management services for the Project;

**WHEREAS**, California Education Code section 17406 permits the governing board of a school district, following the completion of a competitive solicitation process, to lease to any person, firm, or corporation any real property owned by District if the instrument by which such property is leased requires the lessee to construct on the leased premises, or provide for the construction thereon, of a building for the use of the school district, during the term of the lease, and provides that title to that building shall vest in the school district at the expiration of the lease;

**WHEREAS**, having received the highest best value score, Contractor was awarded the Project, including this Construction Services Agreement for the Project;

**WHEREAS**, in connection with the approval of this Construction Services Agreement, District will enter into a site lease agreement with Contractor (“Site Lease”), under which it will lease to Contractor the Project site, and improvements thereon, as described in Exhibit “A” of the Site Lease (“Site”) in order for Contractor to construct improvements to the School Site;

**WHEREAS**, Contractor will lease the Site and the Project back to District pursuant to a sublease agreement (“Sublease”), under which District will be required to make sublease payments and tenant improvement payments to Contractor for the use and occupancy of the Site and the Project;

**WHEREAS**, at the expiration of the Site Lease and Sublease terms, title to the Project shall vest in District;

**WHEREAS**, District and Contractor desire to enter into this Construction Services Agreement to ensure that the Project will meet District's expectations;

**WHEREAS**, Contractor is experienced in construction of the type of improvements included in the Project that are desired by District, is duly licensed as a contractor in the State of California, and is willing to perform construction work for District, all as more fully set forth herein;

**WHEREAS**, Contractor has thoroughly investigated the Site conditions and reviewed the Construction Documents, as defined in Section 2.D., below, to establish that there are no known problems with respect to the Site conditions or the Construction Documents and that Contractor can and will construct the Project for the Guaranteed Maximum Price as set forth and defined in Section 4 of this Construction Services Agreement, and Contractor will not seek any additional compensation whatsoever, including, without limitation, any requests based upon known Site conditions or any requests; and

**WHEREAS**, the District acknowledges and agrees that it has entered into the Site Lease, Sublease and this Construction Services Agreement pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously.

## **AGREEMENT**

**NOW, THEREFORE**, in consideration of the covenants hereinafter set forth, District and Contractor agree as follows:

### **SECTION 1. CONTRACTOR'S DUTIES AND STATUS**

Contractor accepts the contractual relationship established between it and District by this Construction Services Agreement, and Contractor covenants with District to furnish its best skill and judgment in constructing the Project as set forth in the Construction Documents. Contractor agrees to furnish at all times efficient business administration and superintendence, an adequate supply of professionals, workers, and materials and to perform the work appropriately, expeditiously, economically, and consistent with this Construction Services Agreement and Construction Documents.

### **SECTION 2. DEFINITIONS**

A. **"Construction Services Agreement"** means this Construction Services Agreement, together with any duly authorized and executed amendments hereto.

B. **“Construction” or “Construction Services”** means all labor and services necessary for the construction of the Project, and all materials, equipment, tools, supplies, and incidentals incorporated or to be incorporated in such construction as fully described in the Construction Scope of Work set forth in Section 8, below, and Exhibit “A.” Unless otherwise expressly stipulated, Contractor shall perform all work and provide and pay for all materials, labor, tools, equipment, and utilities necessary for the proper execution and completion of the Project.

C. **“Construction Costs”** means any and all costs incurred by Contractor with respect to the construction and equipping, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for the: (i) Contractor’s and developers’ overhead, profit and supervisors’ fees and costs directly allocable to the Project; and (ii) all costs and expenses, including any taxes or insurance premiums paid by Contractor with respect to the property, and administrative and other expenses necessary or incident to the Project. The term “Construction Costs” includes all Contractor’s costs associated with preparing or generating additional copies of any Construction Documents related to or required for the Project, including preparation or generation of additional plans and specifications for Contractor’s subcontractors. In no event shall Construction Costs exceed the Guaranteed Maximum Price.

D. **“Construction Documents”** means the final drawings, profiles, cross sections, design development drawings, construction drawings, and supplemental drawings based on the plans and specifications developed for the Project, including any reference specifications or reproductions prepared by Architect and specifications approved by District, which show or describe the location, character, dimensions, or details of the Project and specifications for construction thereof.

E. **“Contract Documents”** means those documents which form the entire contract by and between District and Contractor. The Contract Documents consist of this Construction Services Agreement, including all exhibits and attachments thereto, the Construction Documents, the Site Lease, and the Sublease.

F. **“Guaranteed Maximum Price” or “GMP”** means the Guaranteed Maximum Price established pursuant to Section 4, below, to be paid to Contractor for Contractor’s construction of the Project hereunder, subject to any adjustments for Extra Work/Modifications as provided in Section 9, below.

G. **“Project”** means the construction of improvements and equipment to be constructed and installed by Contractor on the Site, as more particularly shown and/or referenced in Exhibit “A” attached hereto.

H. **“Site”** means that certain parcel of real property and improvements thereon (if any) more particularly described in Exhibit “B” of the Site Lease.

I. **“Site Lease”** means the Site Lease dated as of May 20, 2021, by and between District and Contractor together with any duly authorized and executed amendment thereto under which District leases the Site to Contractor.



J. **“Skilled and Trained Workforce”** means a workforce that meets all of the conditions specified in Public Contract Code section 2601(d), including, without limitation the requirements that: (i) all the workers on the Project in an apprentice able occupation in the building and construction trades are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations (the “Chief”), and (ii) for work performed on or after January 11, 2019, at least 50 percent of the skilled journeypersons employed to perform work on the Project by Contractor and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation, and that percentage shall increase by 10 percent every January 1, reaching 60 percent for work performed on or after January 1, 2020. As specified in Public Contract code section 2601(d), this requirement shall not apply to the following occupations: acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher

K. **“Special Conditions”** means, to the extent applicable to the Project, that work which is peculiar to the Project, and does not fall under the general conditions or supplemental conditions. Special conditions are used when the work contemplated is of such a character that the general conditions, which are consistent project to project, cannot adequately cover necessary and additional contractual matters. Special conditions shall be read in conjunction with the general conditions, supplemental conditions, specifications of work, drawings, and any other document forming part of the Contract Documents. Special conditions shall not weaken the character or intent of the general conditions, provided, however, that when the terms of the general conditions and the terms of the special conditions cannot be reconciled, the special conditions shall govern, unless a different intention appears.

L. **“Subcontractor”** means any person or entity, including trade contractors, who have a contract with Contractor to perform any work on the improvements to the Site.

M. **“Sublease”** means the Sublease dated as of May 20, 2021, by and between District and Contractor together with any duly authorized and executed amendment hereto under which District subleases the Site and the Project from Contractor.

N. **“Sublease Payment”** means any payment required to be made by District pursuant to Section 7 of the Sublease.

O. **“Tenant Improvement Payments”** means the payments required to be made by the District pursuant to Section 21 of the Construction Services Agreement and Exhibit “C” of the Sublease.

### **SECTION 3. ADDITIONAL SERVICES; DISTRICT CONTINGENCY**

If District requests Contractor to perform additional services (“Additional Services”) not described in this Construction Services Agreement, Contractor shall provide a cost estimate and a written description of the Additional Services required to perform such work. The District shall set

aside a contingency amount of \$50,000.00 in the GMP for the Project (“District Contingency”), which District Contingency shall be used for such Additional Services. Compensation for such Additional Services shall be negotiated and agreed upon in writing, in advance of Contractor’s performing or contracting for such Additional Services and paid to Contractor in addition to the GMP established pursuant to Section 4, below. In the absence of such written agreement, District will not compensate Contractor for such work, and Contractor will not be required to perform it. Nothing in this Construction Services Agreement shall be construed as limiting the valuation and amount to be paid to Contractor for such Additional Services or its implementation should a written agreement for such services be executed. Contractor shall not be entitled to compensation for Additional Services required as a result of Contractor’s acts, errors, or omissions.

The District is in no way limited by the manner in which it decides to utilize the District Contingency. Any funds remaining in the District Contingency at the completion of the Project shall remain unspent and remain allocated to District.

#### **SECTION 4. ESTABLISHMENT OF GUARANTEED MAXIMUM PRICE (“GMP”)**

A. The GMP for the Project shall be One Million Three Hundred Ninety Six Thousand One Hundred Ten Dollars (\$1,396,110.00), as further described in Exhibit “C” of the Sublease. The GMP is based upon the approved plans and specifications existing and reviewed by Contractor at the time this Construction Services Agreement is entered into as more fully described and referenced in the Scope of Work set forth in Exhibit “A.” Contractor’s detailed line item costing of the Project, or Master Budget, totaling the GMP is attached hereto as Exhibit “B.” Furthermore, District represents and warrants that the GMP consists of the Tenant Improvement Payments comprising \$1,326,304.00 [ninety five percent (95%)] of the GMP, plus the Sublease Payments comprising \$69806.00 [five percent (5%)] of the GMP to be paid as a portion of the rental of the Project and Site under the terms of the Sublease. District represents and warrants that (1) the total amount of Sublease Payments includes the total rental for the Project, which total does not exceed the fair market value for the Project; (2) said rental amount has been incorporated into the GMP in consideration and inducement of this Construction Services Agreement, the Site Lease, the Sublease, the uses and purposes which may be served by the Project, and the benefits therefrom which will accrue to District and the general public; and (3) said rental amount shall be paid by District as a part of the GMP, with District non-local match contribution local funds. The GMP and Tenant Improvement Payments are subject to adjustments for Extra Work/Modifications in accordance with the provisions of Section 10, below, and adjustments for reductions in the Scope of Work pursuant to the provisions of Section 4.B., below. The GMP includes the cost of all labor, materials, equipment, general conditions, overhead, profit, and Contractor Contingency (as defined directly below), but shall specifically exclude the amount of the District Contingency.

B. District, at all times, shall have the right to reduce the scope of the Project. If District reduces the scope of the Project, the GMP shall be reduced to contemplate the reduced Scope of Work pursuant to the provisions of Section 9, below. To the extent possible, it is the mutual goal of District and Contractor to maximize the Scope of Work as allowed by the GMP.

## **SECTION 5. NOTICE TO PROCEED**

After execution of this Construction Services Agreement and the Site Lease and Sublease between the parties, the District shall issue a notice to Contractor to proceed with the Project (“Notice to Proceed”) **conditioned upon the following:**

**A. The District’s adopted Plans and Specifications for the Project comply with the Field Act and have been approved by DSA, thereby allowing the District to issue a Notice to Proceed for construction.**

B. No challenge has been made to the validity of the Site Lease, Sublease, Construction Services or other agreement related to this transaction. In the event that a third-party files a challenge or proceeding to the validity of the documents or transaction the District will not to issue a Notice to Proceed and, in the event a Notice to Proceed has already been issued, either party may rescind the notice to proceed and may opt to terminate this Construction Services Agreement and in which event the District will pay the Contractor pursuant to the provisions of Section 11 (B) herein. Contractor shall be defended and indemnified by the District for any third-party challenge or lawsuit regarding the validity of the documents or transaction.

The Notice to Proceed shall include the date upon which the Project shall commence.

## **SECTION 6. SAVINGS**

A. The purpose of savings is to minimize the expenditure of funds for the construction of the Project on items that exceed the minimum criteria required without a corresponding benefit to District. District and Contractor shall work cooperatively with each other, in good faith, to identify appropriate opportunities to reduce the Project costs and promote savings.

B. If Contractor realizes a savings on any aspect of the Project, such savings shall be added to the District Contingency, and shall be expended in a manner consistent with the District Contingency. Contractor shall document all savings on an ongoing Project budget tracking summary and present it to District at regularly scheduled construction meetings with District. Any savings, including unspent Contractor Contingency, realized on the Project will be returned to District at completion of the Project.

## **SECTION 7. SELECTION OF SUBCONTRACTORS**

A. **Subcontractors.** In the interest of minimizing the expenditure of funds for the construction of the Project, Contractor agrees to select appropriately State of California licensed subcontractors for each trade component of the Project consistent with Education Code Section 17406(a)(4) in a manner that fosters competition and complies with the requirements of paragraph B. of this Section 7. Contractor agrees that it will provide public notice of availability of work to be subcontracted in accordance with the publication requirements of Public Contract Code Section 20112, establish reasonable qualification criteria and standards, and award subcontracts either on a best value basis or to the lowest responsible bidder. To be qualified to bid, all such subcontractors

must currently be registered and qualified to perform public work pursuant to Section 1725.5 of the Labor Code. Regardless of the method Contractor employs, Contractor shall make a good faith effort to contact and utilize Disabled Veteran Business Enterprise (“DVBE”) contractors and suppliers in securing bids for performance of the Project in accordance with the provisions set forth below. District reserves the right to oversee the bidding process. Contractor shall inform all bidders that District will not be a party to any contract for construction services executed by Contractor and selected bidders. Contractor shall submit a listing of proposed subcontractors to District for District’s review. In no case will Contractor award any subcontract until District has concurred to the scope and price of the subcontracted services. In addition, Contractor shall provide District with full documentation regarding the bids or competitive quotes received by Contractor. In no event shall such documentation be redacted or obliterated. In the event Contractor does not comply with this provision, District may terminate this Construction Services Agreement in accordance with the provisions of Section 11, below.

**B. Skilled and Trained Workforce.** Contractor covenants and agrees that a “Skilled and Trained Workforce” will be used to perform the Project which is either skilled journeypersons or apprentices registered in an apprenticeship program. On a monthly basis while the Project is being performed, Contractor shall provide a report to the District using the form attached as Exhibit “I” (“Monthly Skilled and Trained Workforce Report”) demonstrating that Contractor and its subcontractors at every tier are complying with the requirements of Public Contract Code section 2600 et seq. and Education Code section 17407.5. If Contractor fails to provide District the monthly report, or provides a report that is incomplete, District shall withhold further payments to Contractor until a complete report is provided. If a monthly report does not demonstrate compliance with Public Contract Code section 2600 et seq. and Education Code section 17407.5, District shall withhold further payments until Contractor provides a plan to achieve substantial compliance with respect to the relevant apprentice able occupation, prior to completion of the Project. The monthly report provided to the District pursuant to this paragraph B. shall be a public record under the California Public Records Act (Chapter 3.5 (commencing with section 6250) of Division 7 of Title 1 of the Government Code), and shall be open to public inspection.

**C. Prequalification Requirements.**

If applicable to this project, contractor and the electrical, mechanical, and plumbing subcontractors, if any, shall be subject to the same prequalification requirements for prospective bidders described in Public Contract Code section 20111.6 including the requirement for the completion and submission of a standardized prequalification questionnaire and financial statement which is certified under oath and not a public record.

**D. DVBE Requirements.**

Compliance with DVBE contracting goals is required under this Construction Services Agreement. In accordance with Education Code section 17076.11 District has a DVBE participation goal of 3% per year of the overall dollar amount of state funds allocated to District pursuant to the Leroy F. Greene School Facilities Act of 1998 and Kindergarten – University Public Education Facilities Bond Acts of 2002, 2004, and 2006 and the Kindergarten Through Community College

Public Education Facilities Bond Act of 2016 for construction projects, and expended each year by District. District is seeking DVBE participation under this Construction Services Agreement.

Contractor must make a good faith effort to contact and utilize DVBE contractors and suppliers in securing bids for performance of the Project. Information regarding certified DVBE firms can be obtained from the Office of Small Business and DVBE Services (“OSBDVBES”) at (800) 559-5529 or (916) 375-4940 as well as its website at [www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm). Verification of DVBE status must be obtained from the OSBDVBES by receiving an approved certification letter and reference number from that office. Contractor is required, as a material condition of this Construction Services Agreement, to submit documentation of its good faith efforts to the District prior to commencement of the construction of the Project. Good faith efforts are demonstrated by evidence of the following: (a) Contact was made with District regarding the identification of DVBEs; (b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; (c) Advertising was published in trade papers and papers focusing on DVBEs; (d) Invitations to bid were submitted to potential DVBE contractors; and (e) Available DVBEs were considered.

Contractor shall provide to District no later than two (2) calendar days prior to the scheduled award of the Project, the appropriate documentation using DVBE Compliance Forms, including, but not limited to, proof of publication if satisfying the good faith effort requirement (unless goal is met), and identifying the amount to be paid to DVBE’s in conjunction with this Construction Services Agreement, so that District can assess its success in meeting the three percent (3%) goal.

If the DVBE compliance forms specify that Contractor will meet the DVBE participation goal for the Project, prior to, and as a condition precedent for final payment under the agreement for the Project, Contractor shall certify to District, using the certification form included with the DVBE compliance forms, (1) the total amount Contractor received under the contract, (2) the name and address of the DVBE that participated in the performance of the contract, (3) the amount each DVBE received from Contractor, and (4) that all payments under the contract have been made to the DVBE.

## **SECTION 8. DSA OVERSIGHT PROCESS**

The Contractor must comply with the applicable requirements of the Division of State Architect (“DSA”) Construction Oversight Process (“DSA Oversight Process”), including but not limited to (a) notifying the Inspector of Record (“IOR”) upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the work with the IOR’s inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner’s Construction Manager and the Architect, any Laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor’s wrongful actions or omissions. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program,

then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subjects to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered Work in accordance with the DSA oversight Process.

## **SECTION 9. CONSTRUCTION SCOPE OF WORK**

A. **Critical Path Method Master Schedule.** Prior to commencing Construction, Contractor shall submit to District a reasonably detailed Critical Path Method ("CPM") Master Schedule for the Construction, in a form acceptable to the District.

B. **Pre-Construction Orientation/Construction Meetings.** Contractor, in conjunction with the Construction Manager and the Architect, shall conduct pre-construction orientation conferences for the benefit of Subcontractors to orient Subcontractors to the various reporting procedures and Site rules prior to the commencement of actual Construction. Contractor shall also conduct Construction and progress meetings with District Representatives and other interested parties, as requested by District, to discuss such matters as procedures, progress problems, and scheduling. Contractor shall prepare and promptly distribute official minutes of such meetings to all parties in attendance including Architect, District, and District Inspector ("Inspector").

C. **Budget/Cash Flow Reports.** Contractor shall incorporate approved changes as they occur and develop cash flow reports and forecasts for submittal to District on a monthly basis. Contractor shall provide regular monitoring of the approved estimates of Construction Costs, showing actual costs for activities in progress, and estimates for uncompleted tasks. Contractor shall identify variances between actual and budgeted or estimated costs, and advise District and its Construction Manager and Architect whenever the Project costs exceed budgets or estimates.

D. **Progress Reports.** Contractor shall record the progress of the Project and shall submit monthly written progress reports to District along with its Construction Manager and Architect including information on the entire Project, showing percentages of completion and the number and amounts of proposed Extra Work/Modifications, as defined below, and their effect on the Construction Costs as of the date of the report. Contractor shall also keep a daily log containing a record of weather, contractors, work on the Site, number of workers, work accomplished, problems encountered, and other similar relevant data as District may require. Contractor shall make the log available to District along with its Construction Manager and Architect. District shall be promptly informed of all anticipated delays. In the event that Contractor determines that a schedule modification is necessary, Contractor shall promptly submit a revised schedule for approval by District.

E. **Shop Drawings.** Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in the work or in that of any other contractor, subcontractor, Construction Manager, Architect, other independent contractor, or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the Contract Documents required for the work of various trades. Contractor shall sign all submittals affirming that the submittals have been reviewed and approved by Contractor prior to submission to Architect. Each signed submittal shall affirm that

the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

Contractor shall advise District and its Construction Manager immediately, if Architect has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and in compliance with all information included in the Contract Documents. Contractor shall make any corrections required by Architect, file with Architect three (3) corrected copies, and furnish such other copies as may be needed for Construction. Architect's approval of such drawings or schedules shall not relieve Contractor from responsibility for deviations in the drawings and/or specifications unless Contractor has called Architect's attention to such deviations in writing at the time of submission and has secured Architect's written approval. For purposes of this Section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of District, Contractor, or other contractors, while allowing sufficient time in Architect's professional judgment to permit adequate review.

F. **Submittals.** Contractor shall promptly furnish for approval, within fourteen (14) days following the Project commencement date stated in the Notice to Proceed, or within any other time frame agreed to by the parties, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications for the Project. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Construction Services Agreement. Contractor shall provide samples and submittals, together with catalogs and supporting data required by Architect with reasonable promptness so as not to cause delays on the Project. This provision shall not authorize any extension of time for performance of this Construction Services Agreement. Architect will check and approve such samples, only for conformance with the design concept of the work and for compliance with the information provided in the Contract Documents. Work shall be in accordance with approved samples. Architect's action will be taken within fourteen (14) calendar days after receiving such samples and submittals. If in Architect's professional judgment fourteen (14) days is an insufficient amount of time to permit adequate review, Architect shall, within the initial fourteen (14) day period, notify Contractor, with a copy to Inspector and District, of the amount of time that will be required to respond. If Architect's response results in a change in the Project, then such change shall be affected by a written change order.

G. **Scheduling.** Contractor shall complete the Construction pursuant to the CPM Construction Documents, reduction in scope, shall perform all work set forth in the Scope of Work in Exhibit "A", and shall make reasonable efforts in scheduling to prevent disruption to classes.

H. **District Permit and Other Obligations.** District shall pay for the Inspector, soils testing, special testing, etc. If additional review or permits become necessary for reasons not due to Contractor's fault after the date the GMP is established and not reasonably anticipated at the time the GMP is established, Contractor may seek additional compensation for the cost of that review as an additional cost.

I. **Contractor Permit and Other Obligations.** District shall pay for all general building permits and ancillary permits and licenses not paid by District prior to the commencement

of this Construction Services Agreement. District shall also be responsible for arranging and overseeing, all necessary inspections and tests, including, permits, and occupancy permits. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid by District. Contractor shall be responsible for arranging the payment of such fees, but the inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees. Contractor shall be responsible for arranging and overseeing safety procedures and requirements and Construction employee training programs which cover, among other items, hazardous chemicals and materials.

J. **Protection.** Contractor shall establish procedures for the protection of all existing structures, equipment, utilities, and other existing improvements, both on-site and off-site.

K. **Nuisance Abatement.** Contractor shall develop a mutually-agreed-upon program with District to abate and minimize noise, dust, and disruption to normal activities at the existing facilities on the Site, including procedures to control on-site noise, dust, and pollution during Construction.

L. **Site Mitigation and Remediation.** Except as provided below, District shall perform any required Site mitigation or remediation at its sole cost, unless such Site mitigation or remediation is necessitated by any of the conditions described in Section 32, below, in which event the provisions of that section shall govern.

M. **Utilities.** District will provide for utilities to be used by the Contractor for a field office.

N. **Sanitary Facilities.** Contractor shall provide a sanitary temporary toilet building as directed by Inspector for the use of all workers. The building shall be maintained in a sanitary condition at all times and shall be left at the Site until Inspector directs removal. Use of toilet facilities in the work under Construction shall not be permitted except by approval of Inspector.

O. **Layout and Field Engineering.** All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. Such work shall be accomplished by a qualified civil engineer or land surveyor licensed in California and approved by the District's Construction Manager or the Architect. Any required "as built" drawings of Site development shall be prepared by a qualified civil engineer or land surveyor licensed in California and approved by Architect.

P. **Cutting and Patching.** Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good any such work as Architect may direct. All cost caused by defective or ill-timed work shall be borne by the party responsible therefore. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with the consent or at the direction of Architect.



Q. **Close Out.** Contractor shall be responsible for the timely delivery of the technical manuals, warranties, and guarantees as required in the technical specifications at the completion of the Project. Contractor shall coordinate the closeout procedures for the Project with the Inspector, as may be required, and promptly provide any requested documents that may be required for closeout of the Project.

## **SECTION 10. EXTRA WORK/MODIFICATIONS**

A. District may prescribe extra work or modification or reduction of requirements or of methods of performing the Construction which differ from the work or requirements set forth in the Construction Documents (“Extra Work/Modifications”); and for such purposes, District may, at any time during the life of this Construction Services Agreement, by written order, make such changes as it shall find necessary in the design, line, grade, form, location, dimensions, plan, or material of any part of the work or equipment specified herein or in the Construction Documents, or in the quantity or character of the work or equipment to be furnished. In the event conditions develop which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such Extra Work/Modification by placing the matter on the agenda of regularly scheduled Construction meetings with District for discussion as soon as practicable after the need for such Extra Work/Modification is determined. Additionally, Contractor shall submit to District for its consideration and approval or disapproval, a written request for Extra Work/Modifications before such work is performed. If District approves such request in writing, the costs of the Extra Work/Modifications, as established pursuant to this Section 9, shall be added to or deducted from the GMP and paid as Tenant Improvement Payments, as applicable.

B. Value of any such Extra Work/Modification, change, or deduction shall be determined at the discretion of District, in consultation with Architect, in one or more of the following ways:

1. By acceptable lump sum proposal from Contractor with itemization as required by District and/or Architect.
2. By unit prices contained in Contractor’s cost estimates and incorporated in the Contract Documents or fixed by subsequent agreement between District and Contractor.
3. By the cost of material and labor. The following form shall be followed as applicable for additions and deductions to the Construction Services Agreement:

	EXTRA/(CREDIT)
a. Material (attach itemized quantity and unit cost plus sales tax)	_____
b. Subcontractor’s labor and profit/overhead (profit/overhead not to exceed 15%) (attach itemized hours and base rates from identified	

	prevailing wage rate schedules)	_____
c.	Commercial General Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security and Unemployment taxes at actual and verified cost.	_____
d.	Subtotal	_____
e.	Contractor's profit/overhead not to exceed 15% of Item (d) if applicable.	_____
f.	Subtotal	_____
g.	Bond Premium, not to exceed 1% of Item (f)	_____
h.	Total	_____

C. Regardless of whether the cost of the Extra Work/Modification is determined pursuant to 1, 2, or 3, above, in addition to the cost of the material and labor for deleted items, Contractor shall credit back an appropriate and reasonable amount for the bonding mark-up for deleted items at the time of the request for the Extra Work/Modification.

D. Should Contractor claim that any instruction, request, drawing, specification, action, condition, omission, default, or other situation (i) obligates District to pay additional compensation to Contractor; or (ii) obligates District to grant an extension of time for the completion of the Construction Services Agreement; or (iii) constitutes a waiver of any provision in this Construction Services Agreement, CONTRACTOR SHALL NOTIFY DISTRICT, IN WRITING, OF SUCH CLAIM AS SOON AS POSSIBLE, BUT IN NO EVENT WITHIN MORE THAN FIFTEEN (15) BUSINESS DAYS FROM THE DATE CONTRACTOR HAS ACTUAL OR CONSTRUCTIVE NOTICE OF THE CLAIM AND IS ABLE TO CALCULATE ADDITIONAL COMPENSATION OR THE REQUESTED TIME EXTENSION. CONTRACTOR SHALL ALSO PROVIDE DISTRICT WITH SUFFICIENT WRITTEN DOCUMENTATION SUPPORTING THE FACTUAL BASIS OF THE CLAIM including the documentation for items B.3.(a) – (h) described in this Section. Contractor shall be required to certify under penalty of perjury the validity and accuracy of any claim submitted. Contractor's failure to notify District within such fifteen (15) business day period shall be deemed a waiver and relinquishment of the claim against District. If such notice is given within the specified time, the procedure for its consideration shall be as stated above in this Section.

E. In the event a mutual agreement cannot be reached on the cost of an Extra Work/Modification item, Contractor and District agree that an industry estimating guide, such as an estimating guide published by Means, may be used to determine the cost of a disputed Extra Work/Modification item.

F. All costs associated with the Extra Work/Modification may be in terms of time, money, or both.

G. Expenses of reconstruction and/or costs to replace and/or repair damaged materials and supplies, provided that Contractor is not fully compensated for such expenses and/or costs by insurance or otherwise, may be added to the GMP, if said expenses are the result of the sole established negligent acts or omissions, or willful misconduct of District, or its subcontractors, principals, agents, or employees.

H. The term "profit/overhead" for any Subcontractor shall be considered to include insurance other than mentioned in Section 9.B., above, field and office supervisors and assistants, watchmen, use of small tools, consumables, and general field and home office expenses, and no separate allowance will be made therefor.

## **SECTION 11. TIME OF COMPLETION**

A. ONCE DISTRICT HAS ISSUED A NOTICE TO PROCEED, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE PROJECT WITH REASONABLE DILIGENCE. CONTRACTOR AGREES THAT THE PROJECT WILL BE SUBSTANTIALLY COMPLETED NOVEMBER 1, 2021 AS SAID DATE MAY BE EXTENDED FOR SUCH PERIODS OF TIME AS CONTRACTOR IS PREVENTED FROM PROCEEDING WITH OR COMPLETING THE PROJECT FOR ANY CAUSE DESCRIBED IN THIS SECTION 11, OR AS OTHERWISE AGREED TO IN WRITING BY DISTRICT AND CONTRACTOR. IF THE WORK IS NOT COMPLETED IN ACCORDANCE WITH THE FOREGOING, IT IS UNDERSTOOD THAT DISTRICT WILL SUFFER DAMAGE. IT BEING IMPRACTICAL AND INFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THAT CONTRACTOR SHALL PAY TO DISTRICT AS FIXED AND LIQUIDATED DAMAGES, AND NOT AS A PENALTY, THE SUM OF ONE THOUSAND DOLLARS (\$1,000) PER DAY FOR EACH CALENDAR DAY OF DELAY SOLELY CAUSED BY CONTRACTOR UNTIL WORK IS SUBSTANTIALLY COMPLETED AND ACCEPTED. CONTRACTOR AND ITS SURETY MAY BE LIABLE FOR THE AMOUNT THEREOF. ANY MONEY DUE OR TO BECOME DUE CONTRACTOR MAY BE RETAINED BY DISTRICT TO COVER SAID LIQUIDATED DAMAGES. SHOULD SUCH MONEY NOT BE SUFFICIENT TO COVER SAID LIQUIDATED DAMAGES, DISTRICT SHALL HAVE THE RIGHT TO RECOVER THE BALANCE FROM CONTRACTOR OR ITS SURETIES, WHO WILL PAY SAID BALANCE FORTHWITH.

This Section 11 and the liquidated damages referred to directly above are expressly understood and agreed to by the parties hereto:

Contractor's Initials \_\_\_\_\_ District's Initials \_\_\_\_\_

B. In the event that the performance and/or completion of the Project is delayed at any time by any act or omission of District or of any employee, agent, or tenant of District, by any separate contractor employed by District, by changes or alterations in the Project not caused by any fault or omission by Contractor, by strikes, lockouts, fire, embargoes, windstorm, flood,

earthquake, acts of war or God, the results of viral pandemics such as shelter-in-place orders, quarantines, government shutdowns, substantial interruption to air travel, substantial interruptions in supply chains, equipment, materials and/or personnel shortages, and other economic by-products caused by the response to an epidemic or pandemic, by changes in public laws, regulations or ordinances enacted after the date of execution of this Construction Services Agreement, by acts of public officials not caused by any fault or omission of Contractor, by an inability to obtain materials or equipment not caused by any act or omission of Contractor, or by any other cause beyond the reasonable control of Contractor, the aforesaid date for substantial completion of the Project shall be extended for a period commensurate with the delay. Contractor shall not be charged liquidated damages because of such delays in completion of work or delays otherwise due to unforeseeable causes beyond the control and without the fault or negligence of Contractor.

C. Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. A ten (10) year average of the normal seasonal rainfall for the Tehama County area, as determined by the National Weather Service, and any resulting “dry-out” time shall not be considered unusually severe weather and therefore will not constitute a reason for a time extension.

No less than 22 calendar days will be allotted for in Contractor’s schedule for each winter weather period which is defined as the months, in aggregate of October, November, December, January, February and March. The weather days shall be shown on the Time Schedule and if not used will become float for the Project’s use. Contractor will not be allowed a day-for-day weather delay when the Contract is bid for construction during a period that normally includes inclement weather. A day-for-day extension will only be allowed for those Days in excess of the norm. Contractor is expected to work seven (7) Days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. If the weather is unusually severe in excess of the NOAA data norm and prevents Contractor from beginning work at the usual daily starting time, or prevents Contractor from proceeding with seventy-five percent (75%) of the normal labor and equipment force towards completion of the Day’s current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, Architect/Construction Manager will designate such time as unavoidable delay and grant one (1) calendar-day extension.

Contractor shall within ten (10) calendar days of beginning of any such delay notify District in writing of causes of delay. If Contractor submits a request for an extension of time, Contractor shall also submit an analysis of the Time Schedule, which demonstrates the cause for the delay, the length of the delay, and an explanation of why Contractor believes it is entitled to the time extension. Contractor shall also submit documentation, data and a delay analysis showing that the delay could not be avoided or mitigated by revising the Time Schedule. Thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. District’s findings of fact thereon shall be final and conclusive on the parties hereto. Failure to submit such analysis will result in Contractor waiving his/her right to obtain any extension of time. Extension of time shall apply only to that portion of work affected by the delay, and shall not apply to other portions of work not so affected. Contractor

agrees that the extension of time granted under this Article shall be its sole and exclusive remedy for the consequences of any delay described above.

D. The term “substantially completed” or “substantial completion” as used herein shall mean completed in such fashion as to enable District, upon performance of any separate work to be done by District under separate contract or by day labor, beneficially to occupy the Project and to commence operation therein, provided such occupancy and use does not substantially interfere with Contractor’s performance of the remainder of the work, as agreed upon between Contractor and District, which may be accomplished prior to the completion of the work.

E. The term “Fully Completed and Accepted,” as used herein, shall mean that all remaining work has been completed in accordance with the Construction Documents and that successful testing, startup, and satisfactory operation of the Project as a total unit has been accomplished in substantial conformance with the Construction Documents.

F. Within five (5) business days after District’s delivery of a Notice to Proceed for the Project, Contractor shall furnish District with a reasonably detailed CPM Master Schedule, setting forth the expected dates for commencement and completion of each of the various stages of Construction to be performed by Contractor pursuant to this Construction Services Agreement (“Time Schedule”). Contractor shall submit the Time Schedule to District for acceptance and update the Time Schedule as appropriate on at least a monthly basis. Contractor shall incorporate the activities of contractors on the Project and delivery of products requiring long lead time procurement. Contractor shall also include District’s occupancy requirements showing portions of the Project having occupancy priority. Contractor shall be responsible for providing District with a Schedule of Values within ten (10) working days of District’s issuance of a Notice to Proceed, which will be updated as needed. It is specifically understood that District will utilize said Time Schedule as it is revised from time to time to determine completion dates of various aspects of the Project. Tenant Improvement Payments shall be conditioned upon completion of various aspects of the Project as determined by the Inspector pursuant to the Time Schedule and the Schedule of Values.

G. Contractor shall not be assessed liquidated damages for this Construction Services Agreement and shall not be subject to any damages for delay in completion of the Project, when such delay was caused by the failure of District or the owner of the utility to provide for removal or relocation of the existing main or trunk line utility facilities; however, when Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify District and its Construction Manager and Architect, along with the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunk line utility facilities, or to provide for its removal or relocation. In accordance with Section 4215 of the Government Code, if Contractor, while performing the work on of the Project, discovers any existing main or trunk line utility facilities not identified by the District in the contract plans or specifications, Contractor shall immediately notify the public agency and utility in writing. The public utility, where it is the owner, shall have the sole discretion to perform repairs or relocation work or permit Contractor to do such repairs or relocation work at a reasonable price. Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with

reasonable accuracy, and for equipment on the Project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out in Section 9, above.

## **SECTION 12. TERMINATION OF AGREEMENT**

### **A. Termination for Breach.**

1. Except as otherwise expressly provided in this Construction Services Agreement, this Construction Services Agreement shall not terminate, nor shall District have any right to terminate this Construction Services Agreement or be entitled to the abatement of any or all necessary payments pursuant to the GMP provisions indicated in Exhibit "C" of the Sublease or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or Contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of the Construction Services Agreement or Sublease); any present or future law to the contrary notwithstanding. It is the intention of the parties that all necessary payments pursuant to the GMP indicated in Exhibit "C" of the Sublease shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Construction Services Agreement.

2. Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Contractor hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under the Construction Services Agreement and Sublease in accordance with their terms.

3. Following the Project Completion, the District will not take any action to terminate, rescind or avoid this Construction Services Agreement or Sublease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding, and notwithstanding any action with respect to this Construction Services Agreement or Sublease which may be taken by any trustee or receiver of Contractor or of any assignee of Contractor in any such proceeding or by any court in any such proceeding. Following the Project Completion, except as otherwise expressly provided in this Construction Services Agreement or Sublease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Construction Services Agreement or Sublease or the Project or any part thereof.

4. District acknowledges that Contractor may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in Exhibit "C" of the Sublease to a lender in order to obtain financing for the cost of constructing the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

5. If Contractor refuses or fails to prosecute the construction of the Project or any separable part thereof with such diligence as will insure its completion within the time specified by this Construction Services Agreement or any extension thereof, or fails to complete the Project within such time, or if Contractor should be adjudged bankrupt, or if it should make a general assignment for the

benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or Contractor or any of its Subcontractors should violate any of the provisions of this Construction Services Agreement, District may serve written notice upon Contractor and its Surety of District's intention to terminate this Construction Services Agreement. This notice of intent to terminate shall contain the reasons for such intention to terminate this Construction Services Agreement and a statement to the effect that Contractor's right to perform work on the Project shall cease and terminate upon the expiration of ten (10) days from receipt of the notice unless such violations have ceased and arrangements satisfactory to District have been made for correction of said violations.

6. In the event that District serves such written notice of termination upon Contractor and the Surety, the Surety shall have the right to take over and perform this Construction Services Agreement. If the Surety does not: (1) give District written notice of Surety's intention to take over and commence performance of this Construction Services Agreement within fifteen (15) days of District's service of said notice of intent to terminate upon Surety; and (2) actually commence performance of this Construction Services Agreement within thirty (30) days of District's service of said notice upon Surety; then District may take over the Project and prosecute the same to completion by separate contract or by any other method it may deem advisable for the account and at the expense of Contractor.

7. In the event that District elects to obtain an alternative performance of the Construction Services Agreement as specified above: (1) District may, without liability for so doing, take possession of and utilize in completion of the Project such materials, appliances, plants, and other property belonging to Contractor that are on the Site and reasonably necessary for such completion; and (2) Surety shall be liable to District for any cost or other damage to District necessitated by District securing an alternate performance pursuant to this Section 12.

**B. Termination for Convenience.**

1. District may terminate performance of the Project called for by the Contract Documents, in whole or in part, if District determines that a termination is in District's interest.

2. Contractor shall terminate all or any part of the Project upon delivery to Contractor of a "Notice of Termination" specifying that the termination is for the convenience of District, the extent of termination, and the effective date of such termination.

3. After receipt of Notice of Termination, and except as directed by District, Contractor shall, regardless of any delay in determining or adjusting any amount due under this Termination for Convenience clause, immediately proceed with the following obligations:

- a. Stop work as specified in the Notice of Termination.
- b. Complete any work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

c. Leave the Property upon which Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

d. Terminate all subcontracts to the extent that they relate to the portions of the work terminated.

e. Place no further subcontracts or orders, except as necessary to complete the continued portion of the Construction Services Agreement.

f. Submit to the District, within thirty (30) days from the effective date of the Notice of Termination, all of the usual documentation called for by the Contract Documents to substantiate all costs incurred by Contractor for labor, materials, and equipment through the effective date of the Notice of Termination. Any documentation substantiating costs incurred by Contractor solely as a result of District's exercise of its right to terminate this Construction Services Agreement pursuant to this clause, which costs Contractor is authorized under the Construction Services Agreement to incur, shall: (i) be submitted to and received by District no later than thirty (30) days after the effective date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by District's Termination for Convenience."

4. Termination of the Construction Services Agreement shall not relieve the Surety of its obligation for any just claim arising out of or relating to the work performed on the Project.

5. In the event that District exercises its right to terminate this Construction Services Agreement pursuant to this clause, District shall pay Contractor, upon Contractor's submission of the documentation required by this provision, and other applicable provisions of the Construction Services Agreement, the following amounts:

a. All actual costs incurred according to the provisions of this Construction Services Agreement, including, but not limited to, insurance costs incurred in connection with the Project.

b. A reasonable allowance for profit on the cost of the work on the Project performed, provided Contractor establishes to the satisfaction of District, that it is reasonably probable that Contractor would have made a profit had the Construction Services Agreement been completed, and provided further, that the overhead and profit allowed shall in no event exceed 10%. In no event shall the total amount exceed the GMP, exclusive of Sublease Payment finance charges.

c. A reasonable allowance for Contractor's overhead and administrative costs in determining the amount payable due to termination of the Construction Services Agreement under this Section 12.



C. **Termination of Agreement by Contractor.**

Contractor may terminate this Construction Services Agreement upon ten (10) days written notice to District, whenever: (1) the entire Project has been suspended for ninety (90) consecutive days through no fault or negligence of Contractor and notice to resume the Construction Services Agreement or to terminate the Construction Services Agreement has not been received from District within this time period; or (2) District should fail to pay Contractor any substantial sum due it in accordance with the terms of the Construction Services Agreement and within the time limits prescribed; or (3) District shall elect not to appropriate funds and/or elect not to make two (2) successive Tenant Improvement Payments following the receipt by District of a request from Contractor. In the event of such termination, Contractor shall have no claims against District except for work performed on the Project as of the date of termination. Further, in the event that District fails to make any undisputed Tenant Improvement Payment within seven (7) days of its due date, Contractor shall be entitled to stop work upon seven (7) days written notice to the District, until such amounts are paid. Upon payment, Contractor shall resume work and the Contract Time shall be extended for the period of Contractor's cessation of work.

**SECTION 13. PERSONNEL ASSIGNMENT**

A. Contractor shall assign Dan Lakmann and Steve Grela as the Project Manager, and David Lakmann as the Project Superintendent for the Project. So long as the Project Manager/Superintendent remain in the employ of Contractor, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project except as provided in this Section. In the event Contractor deems it necessary, Contractor shall replace the Project Manager/Superintendent for the Project with a replacement with like qualifications and experience, subject to the prior written consent of District, which consent shall not be unreasonably withheld. Any violation of the terms and provisions of this Section 13.A. shall entitle District to terminate this Construction Services Agreement for breach, pursuant to the provisions of Section 12, above.

B. Notwithstanding the foregoing provisions of Section 13, above, if the Project Manager/Superintendent proves not to be satisfactory to District, upon written notice from District to Contractor such person shall be promptly replaced by a person who is acceptable to District in accordance with the following procedures:

Within five (5) business days after receipt of a notice from District requesting the replacement of the Project Manager/Superintendent or promptly following the discovery by Contractor that the Project Manager/Superintendent is leaving the employ of Contractor, as the case maybe, Contractor shall provide District with the name of an acceptable replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications). The replacement/substitution shall commence work on the Project no later than five (5) business days following District's approval of such replacement, which approval shall not be unreasonably withheld.

## **SECTION 14. MAINTENANCE OF RECORDS; AUDIT**

A. Contractor, and Subcontractors, shall keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the course of its activities and operations related to the Project. These documents may include sales slips, invoices, payrolls, personnel records, requests for Subcontractor payment, and other data relating to all matters covered by the Contract Documents. At all times during the Construction of the Project, and for four (4) years following the termination of the term of the last document, Contractor and Subcontractors shall retain such data and records. During Construction of the Project, Contractor shall make available all requested data and records at reasonable locations within the County of Tehama at any time during normal business hours, and as often as District deems necessary. If records are not made available within the County of Tehama during the Construction of the Project, Contractor shall pay District's travel costs to the location where the records are maintained. Failure to make requested records available for audit by the date requested will result in immediate termination of this Construction Services Agreement.

B. At its own cost, District shall have the right to review and audit, upon reasonable notice, the books and records of Contractor concerning any monies associated with the Project. Any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by Contractor or District. In the event the independent auditor determines that savings realized during the prosecution and progress of the Project were not added to the Contractor Contingency portion of the GMP, as provided for in Section 4 of this Construction Services Agreement, District shall be entitled to deduct the amount of such savings from the next requested Tenant Improvement Payment. If Contractor disputes the findings of the independent auditor, such dispute shall be handled in accordance with the provisions of Section 36 of this Construction Services Agreement.

C. Ownership of Drawings. Notwithstanding any provision of this Construction Services Agreement, all drawings, specifications, and copies thereof furnished by District are its property. Such drawings and specifications are not to be used on other work and, with exception of signed contract sets and one complete set for Contractor's project files, are to be returned to District on request at completion of work.

## **SECTION 15. LABOR COMPLIANCE PROGRAM**

A. Contractor acknowledges that the Project shall be subject to compliance monitoring and enforcement by DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. Contractor agrees to comply with any such laws and regulations at no additional cost to District. No contractor or subcontractor shall be qualified to bid, listed on a bid proposal or awarded a contract for public work on a public works contract unless currently registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5.

B. The labor compliance requirements include, but are not limited to, provisions requiring compliance with the prevailing rates of wages as set forth in Section 16 of this Construction Services Agreement, employment of apprentices as set forth in Section 19 of this Construction Services Agreement, compliance with legal hours of work as set forth in Section 20

of this Construction Services Agreement, and maintenance and inspection of payroll records as set forth in Section 19 of this Construction Services Agreement. In addition, the labor compliance requirements require on-site interviews of workers to ensure that prevailing wages are being paid. Failure to comply with these provisions shall result in the withholding of contract payments by District. Contractor expressly acknowledges these provisions and agrees to comply with these provisions and any provisions implemented by District, and any subsequent legislation related thereto.

C. Contractor shall include provisions (A) and (B) in this Section in all subcontracts and require Subcontractors to comply with these provisions at no additional cost to District.

## **SECTION 16. PREVAILING RATES OF WAGES**

A. Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Construction Services Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by Subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at [www.dir.ca.gov/dlsr/](http://www.dir.ca.gov/dlsr/). Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at Contractor's principal place of business and at the Site. Contractor shall defend, indemnify, and hold District, its elected officials, officers, employees, and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure, or alleged failure, to comply with the Prevailing Wage Laws and regulations. When determining the GMP, Contractor shall include, to the extent possible, anticipated general prevailing wage rates for the time when work on the Project will actually be performed.

B. Contractor and each Subcontractor shall forfeit as a penalty to District not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate 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 Contractor.

C. As a further material part of this Construction Services Agreement, Contractor agrees to hold harmless and indemnify District, its Board, and each member of the Board, its officers, employees, and agents from any and all claims, liability, loss, costs, damages, expenses, fines, and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its Subcontractors to comply with the Prevailing Wage Laws of the State of California. If District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its Subcontractors to pay prevailing wages, Contractor agrees that District and the other indemnified parties may appoint their own independent counsel, and

Contractor agrees to pay all attorneys' fees and defense costs of District and the other indemnified parties as billed, in addition to all other damages, fines, penalties, and losses incurred by District and the other indemnified parties as a result of the action.

## **SECTION 17. DEBARMENT OF CONTRACTOR AND SUBCONTRACTORS**

Contractor, or any Subcontractor working under Contractor, may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by Contractor on the project shall be returned to District. Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

## **SECTION 18. EMPLOYMENT OF APPRENTICES**

A. In addition to the requirement that Contractor provide a Skilled and Trained Workforce as provided for in Section 7.B. above, Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by Contractor or any Subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.

B. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, or from the Division of Apprenticeship Standards and its branch offices.

C. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

## **SECTION 19. HOURS OF WORK**

A. Eight (8) hours of work shall constitute a legal day's work. Contractor and each Subcontractor shall forfeit, as penalty to District, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by Contractor or any Subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of Contractor and his Subcontractors in excess of eight hours per day at not less than one and one-half times the basic rate of pay, as provided in Labor Code section 1815.

B. Generally, Construction work on the Project shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m., however nothing herein shall prevent Contractor from working weekends and after

school hours in order to complete the Project so long as not otherwise prohibited by law or local ordinances or regulations.

C. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed and included within the GMP, unless otherwise agreed to in writing before the work in question is commenced pursuant to Section 10, above, Extra Work/Modifications.

## **SECTION 20. PAYROLL RECORDS**

A. Pursuant to Labor Code section 1776, as amended from time to time, Contractor and each Subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the work.

B. The payroll records enumerated under Section 20.A., above, shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2. A certified copy of all payroll records enumerated in Section 20.A., above, shall be made available for inspection or furnished upon request, or as required, by District or the Division of Labor Standards Enforcement.

3. A certified copy of all payroll records enumerated in Section 20.A., above, shall be made available upon request to the public for inspection or for copies thereof; provided, however, that requests by the public shall be made through either District, or the Division of Labor Standards Enforcement, and provided further that if the requested payroll records have not been provided pursuant to paragraph 2., above, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of Contractor.

C. Unless required to be furnished to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division.

D. Each Contractor shall file a certified copy of the records enumerated in Section 20.A., above, with the entity that requested such records within ten (10) days after receipt of a written request.

E. Except as provided in Labor Code section 1776(f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by

District, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor or any Subcontractor performing work on the Project shall not be marked or obliterated.

F. Contractor shall inform District of the location of the records enumerated under Section 20.A., above, including the street address, city and county, and shall, within five (5) business days, provide a notice of a change of location and address.

G. Contractor shall have ten (10) days in which to comply subsequent to receipt of a written notice requesting the records specified in Labor Code section 1776(a). Should Contractor fail to comply within the ten (10) day period, Contractor shall, as a penalty to District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from any Tenant Improvement Payment then due.

## **SECTION 21. BONDING REQUIREMENTS**

Contractor shall provide the following bonds:

A. A "Payment Bond" (material and labor bond) from a California admitted surety and in the form attached hereto as Exhibit "C," shall be provided by Contractor for the Project prior to execution of this Construction Services Agreement. The Payment Bond shall be for One Hundred Percent (100%) of the GMP of the Project, to satisfy claims of materials suppliers and of mechanics and laborers employed on the Project. The Payment Bond shall be maintained by Contractor in full force and effect for the Project until the Project is fully completed and accepted and until all claims for materials and labor are paid, and shall otherwise comply with California law. The Payment Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "C." In the event the GMP is increased in accordance with the provisions set forth in Section 10, above, Contractor must increase the Payment Bond to equal the revised GMP. The Payment Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure section 995.120. In addition, to the extent required by law, the Payment Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Tehama that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has, that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement filed with the Department of Insurance of the State of California.

B. A "Faithful Performance Bond" from a California admitted surety and in the form attached hereto as Exhibit "D" shall be provided by Contractor for the Project prior to execution of this Construction Services Agreement. The Faithful Performance Bond shall be for One Hundred Percent (100%) of the GMP for the Project to guarantee faithful performance of all work, within the time prescribed, in a manner satisfactory to District, and that all materials and workmanship shall be free from original or developed defects. The Faithful Performance Bond shall be maintained by Contractor in full force and effect until the Project is fully completed and accepted and until all claims

for materials and labor are paid, and shall otherwise comply with California law. The Faithful Performance Bond shall name District as the entity to which the Principal and Surety, as defined in the Faithful Performance Bond, are bound. The Faithful Performance Bond, once obtained, shall be attached to this Construction Services Agreement as Exhibit "D." In the event the GMP is increased in accordance with the provisions set forth in Section 10, above, Contractor must increase the Faithful Performance Bonds to equal the revised GMP. The Faithful Performance Bond must be executed by an admitted Surety approved to conduct business in the State of California, pursuant to California Code of Civil Procedure section 995.120. In addition, to the extent required by law, the Faithful Performance Bond must be accompanied by a certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner of the State of California, a certificate from the Clerk of the County of Tehama that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, or if it has, that it has been renewed, and four copies of the insurer's most recent annual statement and quarterly statement have been filed with the Department of Insurance of the State of California.

C. The bonds required by this Section shall meet the following criteria:

1. Each bond shall be signed by both Contractor and a notary and the signature of the authorized agent of the surety shall be notarized.
2. Should any bond become insufficient, Contractor shall renew or amend the bond within ten (10) days after receiving notice from District.
3. Should any surety at any time not be a California admitted surety, notice shall be given to District to that effect. No further payments shall be deemed due or shall be made under this Construction Services Agreement until a new surety shall qualify and be accepted by District.
4. Changes in the work, or extensions of time, made pursuant to the Construction Services Agreement shall in no way release Contractor or the surety from its obligations. Notice of such changes or extensions shall be waived by the surety.

D. Contractor is hereby authorized to obtain a Performance and Payment Bond from Subcontractors selected by Contractor at its discretion. Any bond required by this subsection shall comply with the requirements set forth above in Section 21.A. - C.

## **SECTION 22. TENANT IMPROVEMENT PAYMENTS**

A. The District shall pay the Contractor Monthly Tenant Improvement Payments in a sum equal to ninety percent (90 %) on the scheduled value of the Tenant Improvements performed up to the last day of the previous month. If all the necessary information is submitted and accurate (including the schedule of values), District shall approve the Tenant Improvement Payments within fifteen (15) days after District's receipt of the periodic estimate for partial payment and District shall pay such payments within thirty (30) days after District's approval of the periodic estimate for the partial payment. Sublease Payments pursuant to the Sublease, including finance charges, are an independent payment obligation of the District from Tenant Improvement Payments. Tenant Improvement Payments shall be made on the basis of monthly estimates which shall be prepared by Contractor on a

form approved by District and certified by Architect and Project Inspector, or any other approved representative of District, and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall release Contractor or any bondsman from such work or from enforcing each and every provision of this Construction Services Agreement and District shall have the right subsequently to correct any error made in any estimate for payment. District shall withhold from the Tenant Improvement Payments one hundred fifty percent (150%) of the estimated value of non-complying work unless satisfactorily corrected or remedied.

B. In no event shall the cumulative total of the Sublease Payments (excluding finance charges), and Tenant Improvement Payments (including the balance of any anticipated retention), ever exceed the GMP as defined herein, unless modified pursuant to Section 10 of this Construction Services Agreement.

C. Title to new materials and/or equipment shall vest in District on a continuous basis as payment for the work is made; provided, however, full title shall not vest in the District until full payment under the terms of the Sublease. Responsibility for such new materials and/or equipment shall remain with Contractor until incorporated into the Project and accepted by District. No part of said materials and/or equipment shall be removed from its place of storage except for immediate installation in the work of this Construction Services Agreement. Contractor shall keep an accurate inventory of all said materials and/or equipment in a manner satisfactory to District or its authorized representatives.

D. District will pay Contractor Tenant Improvement Payments pursuant to the terms and conditions of this Section 22 ("Retention"). District shall retain and release such Retention pursuant to Public Contract Code sections 7107 and 9203, as those sections may be amended from time to time.

## **SECTION 23. CORRECTION OF WORK: WARRANTY**

Neither final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship incorporated in the Project. Contractor warrants that all work under this Construction Services Agreement will be free of faulty materials or workmanship and hereby agrees, within ten (10) days of receiving notification from District, to remedy, repair, or replace, without cost to District, all defects which may appear as a result of faulty materials or workmanship in the Project, at any time, or from time to time, during a period beginning with commencement of the Project and ending one (1) year after the date of substantial completion of the Project, as defined in Section 11, above. The foregoing warranty of Contractor also applies to the remedy, repair, or replacement of defects which may appear as a result of faulty designs prepared by Contractor and/or any party retained by, through or under Contractor in connection with the Project, but the foregoing warranty of Contractor does not guarantee against damage to the Project sustained by use, wear, intentional acts, accidents, or lack of normal maintenance or as a result of changes or additions to the Project made or done by parties not directly responsible to Contractor, except where such changes or additions to the Project are made in accordance with Contractor's directions. No guarantee furnished by a party other than Contractor with respect to equipment manufactured or supplied by such party shall relieve Contractor from the foregoing warranty obligation of Contractor. The warranty period set forth herein above shall not apply to latent defects appearing in the Project,



and with respect to such defects, the applicable statute of limitations shall apply. Contractor agrees to provide District with all equipment and materials warranties provided by manufacturers to District, but have no obligation to assist in processing such warranty claims after said two (2) years warranty period.

#### **SECTION 24. ASSIGNMENT OF ANTI TRUST CLAIMS**

Contractor offers and agrees to assign to District all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, services, or materials pursuant to the Construction Services Agreement. This assignment shall become effective at the time District tenders the final Sublease Payment to Contractor, without further acknowledgment by the parties.

#### **SECTION 25. PROTECTION OF PERSONS AND PROPERTY**

A. By execution of this Construction Services Agreement, Contractor acknowledges that Contractor, its employees and Subcontractors are required to comply with the fingerprinting requirements set forth in Education Code section 45125.1.

B. In the event District determines, based on the totality of the circumstances, that Contractor, Contractor's employees, and Subcontractors will have only limited contact with pupils, Contractor shall, at its own expense be subject to the following preventative measures: (1) Contractor, Contractor's employees, and Subcontractors shall check in with the school office each day immediately upon arriving at the Site; (2) Contractor, Contractor's employees, and Subcontractors shall inform school office staff of their proposed activities and location at the Site; (3) Once at such location, Contractor and/or Contractor's employees, and Subcontractors shall not change locations without contacting the school office; (4) Contractor, Contractor's employees, and Subcontractors shall not use student restroom facilities; and (5) If Contractor, Contractor's employees, and Subcontractors find themselves alone with a student, Contractor, Contractor's employees, and Subcontractors shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

C. Prior to, and as a condition to commencement of Contractor's performance under this Construction Services Agreement, Contractor shall complete the Fingerprint Certification attached hereto as Exhibit "E," and by this reference incorporated herein, and the Drug-Free Workplace Certification attached hereto as Exhibit "F," and by this reference incorporated herein.

D. Contractor shall, at all times, enforce orderly and disciplined conduct among those performing work on the Project and shall not employ on the work any unfit person not skilled in the task assigned to him, except as provided in Section 18, above.

E. Contractor, in performing the work, shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction for the safety of persons or property or for their protection from damage, injury, or loss. Contractor shall erect and maintain, as required by existing conditions and progress of the Project, all reasonable

safeguards for safety and protection, including posting danger signs and other warnings against hazards, and shall promulgate safety regulations and notify owners and users of adjacent utilities. Contractor shall designate a responsible member of Contractor's organization employed at the Site of the Project whose duty shall be the prevention of accidents. Such person shall be Contractor's Senior Project Manager/Project Manager/Superintendent unless otherwise designated in writing by Contractor to District.

F. In any emergency affecting the safety of persons or property, Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by Contractor on account of such emergency shall be determined by mutual agreement between District and Contractor.

## **SECTION 26. INSPECTION OF WORK**

A. **Inspection of Work/Inspector.** District shall hire its own Inspector as required by law. District, District's Representatives, and the Inspector shall at all times have access to the work, whether it is in preparation or progress, and Contractor shall provide proper facilities for such access and for inspection.

1. If the specifications, District's timely instructions, any public authority shall require the Site or the Project to be specially tested or approved, Contractor shall give District forty-eight (48) hour notice of its readiness for inspection and, if the inspection is to be performed by a party other than District, of the date fixed for such inspection. Inspections by District shall be promptly made, and, where practicable, shall be at the source of supply. If any work required to be inspected by the specifications, District's timely instruction, or by a public authority should be covered up without the approval or consent of District, it must be uncovered for examination at Contractor's expense.

2. Re-examination of questioned work may be ordered by District and if so ordered, such work shall be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, District shall pay the cost of re-examination and replacement. If such work is not in accordance with the Contract Documents, Contractor shall pay such costs, unless Contractor can demonstrate to the reasonable satisfaction of District that the defects in such work were caused by persons or entities other than Contractor or any of its Subcontractors or employees.

B. **Inspector's Field Office.** Contractor shall provide for the use of Inspector a separate trailer or temporary private office of not less than seventy-five (75) square feet of floor area to be located as directed by Inspector and to be maintained until removal is authorized by District.

C. **Architect.**

1. **Architect's Status.** In general and where appropriate and applicable, Architect shall observe the progress and quality of the work on behalf of District. Architect shall have the authority to act on behalf of District only to the extent expressly provided in this Construction Services Agreement. After consultation with Inspector and after using his/her best

efforts to consult with District, Architect shall have authority to stop work whenever such stoppage may be necessary in his/her reasonable opinion to insure the proper execution of the Construction Services Agreement. Contractor further acknowledges that Architect shall be, in the first instance, the judge of the performance of this Construction Services Agreement.

2. **Architect's Decisions.** Contractor shall promptly notify District in writing if Architect fails within a reasonable time, to make decisions on all claims of District or Contractor and on all other matters relating to the execution and progress of the Project.

## **SECTION 27. SUPERVISION**

A. Contractor shall maintain on-site a competent Senior Project Manager/Superintendent and necessary assistant during the performance of the work. The Senior Project Manager/Superintendent shall represent Contractor and all directions given to the Senior Project Manager/Superintendent shall be deemed to have been given to Contractor. Important directions shall be confirmed in writing to Contractor, and other direction shall be so confirmed to Contractor upon the written request of Contractor, in accordance with Section 52, below and the address listed therein. Replacement of the Senior Project Manager/Superintendent shall be subject to the provisions of Section 13, above.

B. Contractor shall give efficient supervision to the work, using its best skill and attention and shall cause working drawings and specifications to be prepared and submitted to District. Following agreement by Contractor and District with respect to said working drawings and specifications, it shall be Contractor's responsibility to perform the work described in said working drawings and specifications in substantial compliance with the Construction Documents. Notwithstanding the foregoing, Contractor may from time to time make minor and insignificant changes in said working drawings and specifications and perform the Construction in accordance with such changed drawings and specifications without the consent of District, provided that any such work performed by Contractor in accordance with such changed drawings and specifications shall be consistent with that specifically required to be performed by Contractor under the Construction Documents. For purposes of this Section, the term "minor and insignificant" shall mean changes which result in no change in quality, aesthetics, or integrity of the original specifications of the Project. All changes, including minor and insignificant changes should be placed on the agenda for regularly scheduled construction meetings between Contractor and District to ensure that District is aware of such changes. District agrees to promptly respond to Contractor's requests for information and approvals; and if it fails to do so, the completion dates in this Construction Services Agreement may be extended.

## **SECTION 28. SEPARATE CONTRACTS**

A. District reserves the right to let other contracts in connection with the construction of portions of the Project which are not being performed by Contractor hereunder. Any such contracts entered into by District, and the work they provide, shall in no event interfere with the activities of Contractor on the Project, but if they do, District shall be liable to Contractor for its damages in connection with such interference. Contractor shall afford other contractors reasonable opportunity

for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate the Project with the work of such contractors. Such contractors shall comply with all applicable State safety laws and regulations.

B. If the proper execution of any part of Contractor's work on the Project depends upon the work of any such contractors, Contractor shall inspect and promptly report to District any patent defects or other problems it identifies in such work that render it unsuitable for such proper execution and results. Contractor is only required to inspect the work of such other contractors prior to commencing its own further work in connection with or in relation to that other work. Further, Contractor is only expected to identify patent defects or other problems, and is not required to do any destructive testing or to monitor the progress of such work by other contractors prior to its completion.

#### **SECTION 29. USE OF PREMISES**

Contractor shall confine operations at the Site to areas permitted by law, ordinances, permits, and the Construction Documents and shall not unreasonably encumber the Site or existing facilities on the Site with any material or equipment. Contractor shall not load or permit any part of the work to be loaded with a weight so as to endanger the safety of persons or property at the Site. Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

#### **SECTION 30. CLEANING UP**

Contractor shall, at all times, keep the Site of the Construction free from accumulations of waste material or rubbish caused by the performance of the Construction by Contractor, and at the completion of the Construction, Contractor shall remove from the Site of the Construction all such waste material and rubbish and all tools, scaffolding, and surplus materials belonging to Contractor and/or Contractor's Subcontractors, laborers, or materialmen, it being specifically understood that at the close of Construction and prior to turning over the premises to District for beneficial use and occupancy, Contractor shall leave the Site "broom clean," or its equivalent, unless more exactly specified.

#### **SECTION 31. SITE REPRESENTATIONS**

District warrants and represents that District has, and will continue to retain at all times during the course of Construction, legal title to the Site and that said land is properly subdivided and zoned so as to permit the Construction and use of said Site. District further warrants and represents that title to said land is free of any easements, conditions, limitation, special permits, variances, agreements, or restrictions which would prevent, limit, or otherwise restrict the Construction or use of said facility. Reference is made to the fact that District has provided information on the Site to Contractor. Such information shall not relieve Contractor of its responsibility; and the interpretation of such data regarding the Site, as disclosed by any borings or other preliminary investigations, is not warranted or guaranteed, either expressly or impliedly, by District. Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the work is to be performed. No claim

for any allowance because of Contractor's error or negligence in acquainting himself with the conditions at the Site will be recognized.

## **SECTION 32. TRENCH SHORING**

A. Contractor shall submit to District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five (5) feet or more in depth. Contractor shall also submit a copy of its annual trench/excavation permit approved by CAL-OSHA. The plan shall be prepared by a registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with CAL-OSHA Construction Safety Orders, or stating that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping, or other provisions of the CAL-OSHA Construction Safety Orders.

B. All shoring submittal shall include surcharge loads from adjacent embankments, construction loads, and spoil bank. Submittal shall indicate minimum horizontal distance from top of trench to edge of all surcharge loads for all cases of shoring and side slopes.

C. Nothing in this Section shall relieve Contractor of the full responsibility for providing shoring, bracing sloping, or other provisions adequate for worker protection. If such plan varies from the shoring system standards established by the CAL-OSHA Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer and shall be approved by CAL-OSHA. No excavation of such trench or trenches shall be commenced until said plan has been accepted by District or the person to whom authority to accept has been delegated by District.

## **SECTION 33. HAZARDOUS WASTE AND UNKNOWN PHYSICAL CONDITIONS**

A. Except as provided in Section 9, Paragraph (L) of this Construction Services Agreement, Contractor shall promptly, and before the following conditions are disturbed, notify District, in writing, of any:

1. Material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the Site differing from those indicated, including geological, soils, and/or water table issues which impede Construction or increase Construction Costs.

3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Construction Services Agreement.

B. District shall promptly investigate the conditions, and if it finds that the conditions materially so differ, and cause a decrease or increase in Contractor's cost of, or the time required for,

performance of any part of the work may approve use of funds from District's Contingency pursuant to the procedures described in this Construction Services Agreement. If asbestos-related work or hazardous substance removal is discovered which is not disclosed in the Construction Documents, such work shall be performed pursuant to a contract separate from any other work to be performed as required by Section 25914.2 of the Health and Safety Code, as may from time to time be amended.

C. In the event that a dispute arises between District and Contractor whether the conditions set forth in Paragraph A above materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by this Construction Services Agreement, but shall proceed with all work to be performed under this Construction Services Agreement. 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.

D. The Provisions of Section 33.A. - C., above, shall also apply to this Construction Services Agreement if this Construction Services Agreement involves digging trenches or other excavations that extend deeper than four feet below the surface.

## **SECTION 34. INSURANCE**

### **A. Contractor's Insurance Requirements**

Contractor shall purchase and maintain, during the performance of all work under this Construction Services Agreement, insurance in amounts as specified below.

#### **1. Commercial General Liability**

a. Coverage for Commercial General Liability Insurance shall be at least as broad as the following:

i. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001)

ii. Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse, and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Construction Services Agreement

- (8) Broad Form Property Damage
- (9) Independent Contractor's Coverage

b. All such policies shall name District, the Board, and each member of the Board, its officers, employees as Additional Insureds under the policies.

c. The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by District.

## 2. **Automobile Liability**

a. At all times during the performance of the work under this Construction Services Agreement, Contractor shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles, in a form and with insurance companies acceptable to District, in the amount specified below.

b. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto).

c. The automobile liability program may utilize deductibles, but not a self-insured retention, subject to written approval by District.

d. All such policies shall name District, the Board, and each member of the Board, its officers, employees, agents, and volunteers as Additional Insureds under the policies.

## 3. **Workers' Compensation/Employer's Liability**

a. At all times during the performance of the work under this Construction Services Agreement, Contractor shall maintain Workers' Compensation Insurance in compliance with applicable statutory requirements and Employer's Liability Coverage in amounts not less than the limits specified below for all its employees engaged in work under this Construction Services Agreement, on or at the Site of the Project, and, in case the work is sublet, Contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for all the latter's employees. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. In case any class of employees engaged in work under this Construction Services Agreement, on or at the Site of the Project, is not protected under the Workers' Compensation Statutes, Contractor shall provide or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. Contractor shall file with District certificates of its insurance protecting workers.

b. Company or companies providing insurance coverage shall be acceptable to District, and in the following form and coverage: Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and, in addition, shall maintain Employer's Liability Insurance for a minimum limit of \$\_\_\_\_\_. The

Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- (1) The Voluntary Compensation Endorsement; and
- (2) Broad Form All States Endorsement; and
- (3) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this Construction Services Agreement; and
- (4) Waiver of Subrogation Endorsement.

c. If insurance is maintained, the workers' compensation and employer's liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by District.

d. Before beginning work, Contractor shall furnish to District satisfactory proof that it has taken out, for the period covered by the work under this Construction Services Agreement, full compensation insurance for all persons employed directly by it or through Subcontractors in carrying out the work contemplated under this Construction Services Agreement all in accordance with the "Workers' Compensation and Insurance Act," Division 4 of the Labor Code of the State of California and any acts amendatory thereof.

e. Contractor shall sign a Certificate Regarding Workers' Compensation Insurance which is attached to this Construction Services Agreement as Exhibit "G" incorporated herein by this reference.

#### 4. **Builder's Risk "All Risk" Insurance**

a. In addition to the requirement that the District carry property insurance for any portion of the Project occupied by the District as set forth in the Sublease, at all times during the performance of the work, Contractor shall maintain builder's risk insurance on an "all risk" completed value basis (including flood) upon the entire project which is the subject of this Construction Services Agreement. Coverage shall include completed work as well as work in progress. Such insurance shall include District as Loss Payee.

b. Such insurance may have a deductible clause but not to exceed the smaller of: five percent (5%) of the total amount of the contract; or \$\_\_\_\_\_ for all risks, except flood. The deductible for flood shall not exceed five percent (5%) of the total amount of this Construction Services Agreement.

c. Such policies shall name District as Additional Insured.

d. The making of Sublease Payments or Tenant Improvement Payments to Contractor shall not be construed as creating an insurable risk interest by or for District or be construed as relieving Contractor or his Subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the work by District.



e. The insurer shall waive all rights of subrogation against District and shall provide District with a Certificate of Insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against District.

**B. Minimum Policy Limits Required**

The following insurance limits are required for the Construction Services Agreement:

	<u>Combined Single Limit</u>
Commercial General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$ 1,000,000,00 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Builder's Risk	Completed value or replacement cost

C. **Evidence Required** Prior to execution of this Construction Services Agreement, Contractor shall file with District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (ed. 11/85) (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (ACORD Form 25 S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional primary insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

**D. Policy Provisions Required**

1. All policies of Contractor shall contain a provision for 30 days' advance written notice by the insurer(s) to District of any cancellation. Statements that the carrier "will endeavor" and "that failure to mail such notice shall impose no obligation and liability upon the company, its agents, or representatives," will not be acceptable on certificates.

2. All policies shall contain a provision stating that Contractor's policies are primary insurance and that the insurance of District or any named insureds shall not be called upon to contribute to any loss.

**E. Qualifying Insurers**

All policies required shall be issued by acceptable insurance companies, as determined by District, which satisfy the following minimum requirements:

Insurance carriers shall be qualified to do business in California and maintain an agent for service of process within the state. Such insurance carrier shall have not less than an "A"

policyholder's rating and a financial rating of not less than "Class X" according to the latest Best Key Rating Guide.

**F. Additional Insurance Provisions**

1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor and any approval of said insurance by District is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to this Construction Services Agreement, including but not limited to, the provisions concerning indemnification.

2. If at any time during the life of the Construction Services Agreement Contractor fails to maintain in full force any insurance required by the Construction Services Agreement, including required limits, District may acquire the necessary insurance for Contractor and deduct the cost thereof from the Tenant Improvement Payments made by District.

3. Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Construction Services Agreement. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.

4. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

a. The policy retroactive date coincides with or precedes Contractor's commencement of work under this Construction Services Agreement (including subsequent policies purchased as renewals or replacements).

b. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of this Construction Services Agreement, including the requirement of adding all additional insureds.

c. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Construction Services Agreement.

d. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

e. District may require Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.

f. Neither District nor the Board, nor any member of the Board, nor any of the directors, officers, employees, agents, or volunteers shall be personally responsible for any liability arising under or by virtue of the Construction Services Agreement.

### **SECTION 35. HOLD HARMLESS**

District, its Board, and each member of the Board, its officers, employees, and agents shall not be liable for, and Contractor shall defend, indemnify, and hold harmless District, its Board, and each member of the Board, its officers, employees, and agents from and against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, injuries to property or persons (including death), expenses, charges or costs of any kind or character, including attorneys' fees and court costs (herein collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Construction Services Agreement arising either directly or indirectly from any act, error, omission, or negligence of Contractor or its contractors, consultants, architects, engineers, licensees, agents, servants, or employees, including, without limitation, Claims caused by the concurrent act, error, omission, or negligence of District or its agents or employees. However, Contractor shall have no obligation to defend or indemnify District from a Claim to the extent that such Claim was caused by the active or sole negligence or willful misconduct of District or its agents or employees or due to the lack of full payment by District to Contractor.

### **SECTION 36. RESOLUTION OF AGREEMENT CLAIMS**

A. All public works claims, as defined in Subsections B(2) and C(2) below, that arise out of or relate to this Construction Services Agreement, or a breach thereof, shall include a statement as to whether Contractor elects to proceed pursuant to Claim Resolution Process 1 or Claim Resolution Process 2, as identified below. Contractor must follow the requirements of its selected Claim Resolution Process throughout its entire claim.

#### **B. Claim Resolution Process 1**

1. Claim Resolution Process 1 is set forth in Public Contract Code Section 9204, as that section may be amended from time to time, and applies to any claim between Contractor and District, without regard to the claim's dollar amount.

2. For purposes of Claim Resolution Process 1, the term "claim" has the meaning set forth in Public Contract Code Section 9204(c)(1), as that section may be amended from time to time. Section 9204(c)(1) currently defines "claim" to mean a separate demand by Contractor sent by registered mail or certified mail with return receipt requested for one or more of the following: (a) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by District under this Construction Services Agreement; (b) Payment by District of money or damages arising from work done by, or on behalf of, Contractor pursuant to this Construction Services Agreement and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled; and/or (c) Payment of an amount that is disputed by District.

#### **C. Claim Resolution Process 2**

1. Claim Resolution Process 2 is set forth in Public Contract Code Section 20104 et seq., as those sections may be amended from time to time, and applies only to claims between Contractor and District valued at Three Hundred Seventy-Five Thousand Dollars (\$375,000) or less.

2. For purposes of Claim Resolution Process 2, the term “claim” has the meaning set forth in Public Contract Code Section 20104(b)(2), as that section may be amended from time to time. Section 20104(b)(2) currently defines “claim” to mean a separate demand by Contractor for (a) a time extension, (b) payment of money or damages arising from work done by, or on behalf of, Contractor pursuant to the Construction Services Agreement and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (c) an amount the payment of which is disputed by District.

### **SECTION 37. SUBSTITUTION OF SECURITY**

In accordance with Public Contract Code Section 22300, District will permit the substitution of securities for any moneys withheld by District to ensure performance under the Construction Services Agreement. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with District, or with a state or federally chartered bank as the escrow agent. Upon satisfactory completion of the Construction Services Agreement the securities shall be returned to Contractor.

### **SECTION 38. TITLE TO WORK**

Title to all work completed and in the course of Construction paid for by District and title to all materials on account of which payment has been made by District to Contractor shall vest in District pursuant to the applicable provisions of the Site Lease and Sublease.

### **SECTION 39. CONTRACT DOCUMENTS AND INTERPRETATIONS**

A. The Contract Documents shall be executed, and/or initialed as appropriate, in duplicate by District and Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, services, and materials reasonably necessary for the proper execution of the work.

B. It is not intended that work and/or services not covered under any heading, section, branch, class, or trade of the specifications shall be supplied, unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results, in which case such work and/or services shall be supplied by Contractor. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings. Mutual agreement shall be reached with respect to words which do not have a well-known technical or trade meaning and the definition of which come into question.

C. Drawings and specifications are intended to be fully cooperative and to agree. All drawing and specification changes shall be dated and sequentially recorded. All modifications to

drawings and specifications shall be interpreted in conformity with the Contract Documents, which shall govern, unless otherwise specified.

D. Documents on the Project Site. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division 1, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24, and Title 22 of the California Code of Regulations, and the prevailing wage documents shall be kept in good order and shall be available to District's Representative, Architect and its representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21, 22 and 24 as they relate to this Project. (See particularly Duties of Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to this Project, particularly Titles 17, 19, 21, 22 and 24.) Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request by District.

E. Record "As Built" Drawings. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade contractor/subcontractor to do its own as-builts. The trade contractor/subcontractor as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by District or Architect. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates, and other identification on the cover of each set. At the end of the Project, Contractor shall provide District with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by District or Architect. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

#### **SECTION 40. REQUEST FOR SUBSTITUTIONS**

A. For purposes of this provision, the term "substitution" shall mean the substitution of any material, process, or article that is substantially equal or better in every respect to that indicated or specified in the Construction Documents.

B. Pursuant to Public Contract Code section 3400(b), District may make a finding designating certain products, things, or services by specific brand or trade name for the statutorily enumerated purposes. These findings if made, as well as the products and their specific brand or trade names that must be used for the Project may be found in Exhibit "A" of this Construction Services Agreements.

C. Unless specifically designated in Exhibit “A” of this Construction Services Agreement, whenever in specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. However, District has adopted certain uniform standards for certain materials, processes and articles. Except as otherwise provided in paragraph D. below, if any material, process or article offered for substitution by Contractor is not, in the opinion of District and Architect, substantially equal or better in every respect to that specified, Contractor shall furnish the material, process, or article specified. The burden of proof as to the equality of any material, process or article shall rest with Contractor.

D. Contractor shall submit requests together with substantiating data for substitution of any “or equal” material, process or article no later than 35 days after the Project commencement date in the Notice to Proceed for the Project. Provisions authorizing submission of “or equal” substitution justification data shall not in any way authorize an extension of time for performance of this Construction Services Agreement. Furthermore, if a proposed “or equal” substitution request is rejected, Contractor shall be responsible for including the specified material, process or article for the Project. District shall not be responsible for any costs of Contractor associated with “or equal” substitution requests. District has the complete and sole discretion to determine if a material, process or article is an “or equal” material, process, or article that may be substituted.

E. For purposes of paragraph D. above, data required to substantiate requests for substitution of an “or equal” material, process, or article shall include a signed affidavit from Contractor stating that the substituted “or equal” material, process, or article is equivalent to that specified in the specification in every way except as listed on the affidavit. Substantiating data shall also include any and all illustrations, specifications, and other relevant data including catalogue information which describes the requested substituted “or equal” material, process, or article and substantiates that it is an “or equal” to the material, process, or article specified. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution of the “or equal” material, process, or article will reduce or increase the GMP. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted “or equal” material, process or article. Failure to submit all the needed substantiating data, including the signed affidavit, to Architect in a timely fashion so that the substitution can be adequately reviewed may result in the rejection of the proposed substitution. District is not obligated to review multiple substitution submittals for the same product or item due to Contractor’s failure to submit a complete package initially.

F. Time limitations in this Section must be complied with strictly and in no case will an extension of time for completion be granted because of Contractor’s failure to request the substitution of an alternative item at the times and manner set forth in paragraph D. above. Further, Contractor shall bear the costs of all engineering work associated with the review of submittals for substitution of equals.

G. In the event Contractor furnishes a material, process, or article which is more expensive than that specified, the difference in cost of such material, process, or article so furnished shall be borne by Contractor.

H. Contractor agrees to include the provisions of this Section in all subcontractor bid documents.

#### **SECTION 41. COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

A. The Project is subject to the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit"). Such requirements include the preparation and implementation of a Storm Water Pollution Prevention Plan ("SWPPP") and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the construction site into the receiving waters of the United States (collectively herein, the "Storm Water Requirements"). The District shall be responsible for the (1) preparation of the SWPPP, (2) filing of the Notice of Intent, (3) obtaining the Permit, and (4) periodic oversight of the SWPPP.

B. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, removing SWPPP controls that are not needed, and complying with the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District, Architect and the District's third party SWPPP consultant.

C. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless the District, its Board members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which the District, its Board members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole negligence, willful misconduct or active negligence of the District, its Board members, officers, agents, employees or authorized volunteers. The District may seek damages from Contractor for delay in completing the Project caused by Contractor's failure to comply with the Permit.

#### **SECTION 42. EQUAL OPPORTUNITY CLAUSE**

Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, or other protected class in the performance of this Construction Services Agreement and to comply with the provisions of the following laws:

A. California Fair Employment and Housing Act (Government Code section 12900 et seq.), and any amendments thereto, prohibiting discrimination or harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status;

B. Federal Civil Rights Act of 1964 (42 USC 2000e et seq.), and any amendments thereto, prohibiting discrimination in employment on the basis of race, color, national origin, religion, or sex; Title I of the Americans With Disabilities Act of 1990 (42 USC 12101 et seq.) prohibiting discrimination against qualified individuals with a disability in hiring and employment practices;

C. The Age Discrimination in Employment Act (29 USC 621 et seq.), and any amendments thereto, prohibiting age discrimination in employment against individuals who are at least forty years of age;

D. California Labor Code prohibiting discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation; and

E. Any other laws or regulations prohibiting discrimination as may be applicable to Contractor.

#### **SECTION 43. COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOIL/SOILS INSPECTION**

A. If the Project requires the use of imported soils, Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in California Law and the California Health and Safety Code. District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify District of the source of material and comply with all applicable Regional Water Quality Control Board rules, regulations, and resolutions and when applicable, with the guidelines of the Department of Toxic Substances Control (“DTSC”).

B. Unless otherwise provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Construction Services Agreement. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the Site, it shall be the responsibility of Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of this Construction Services Agreement, unless otherwise specifically provided. Contractor is required to make a visual examination of the Site and must make whatever tests it deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such



information. No representation is made by District or Architect that the information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Project, such reference shall be to establish minimum requirements only. Further, no representation is made by District or Architect that information provided is solely adequate for the purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level, and extent of underground water. Contractor shall determine means, methods, techniques, and sequences necessary to achieve the required characteristics of completed work. Conditions found after execution of the Construction Services Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Project shall be governed by the provisions of this Construction Services Agreement for unforeseen conditions.

#### **SECTION 44. PATENTS; ROYALTIES, AND INDEMNITIES**

Contractor shall hold and save District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this Construction Services Agreement, including its use by District, unless otherwise specifically stipulated in this Construction Services Agreement.

#### **SECTION 45. EXCISE TAX**

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, District, upon request, will execute a certificate of exemption which will certify (a) that District is a political subdivision of the state for the purposes of such exemption and (b) that the sale is for the exclusive use of District. No excise tax for such materials shall be included in the GMP.

#### **SECTION 46. PROHIBITED INTERESTS**

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall be or become directly or indirectly interested financially in this Construction Services Agreement or any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory, or other similar functions in connection with construction of the Project, shall become directly or indirectly interested financially in this Construction Services Agreement or in any part thereof.

## **SECTION 47. DRUG-FREE WORK PLACE, NO ASBESTOS AND HAZARDOUS MATERIALS CERTIFICATION**

### **A. Drug-Free Workplace Certification**

Contractor shall, for all contracts involving state funds, submit a “Drug-Free Workplace Certification.” This form is attached hereto as Exhibit “F” and must be signed under penalty of perjury and dated prior to commencing work on the Project.

### **B. Asbestos and Other Hazardous Materials Certification**

1. Contractor shall execute and submit an “Asbestos and Other Hazardous Materials Certification.” This form is attached hereto as Exhibit “H” and must be signed under penalty of perjury and dated prior to commencing work on the Project.

2. Contractor, further, is aware that should asbestos-containing materials be installed by Contractor in violation of this certification, or if removal of asbestos-containing materials is part of the Project, decontamination and removal will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

a. Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”).

b. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

c. The asbestos consultant shall be chosen and approved by District which shall have sole discretion and final determination in this matter.

d. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

3. If removal of asbestos-containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to, the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays, and additional costs that may be incurred by District shall be borne entirely by Contractor.

4. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by Contractor at its risk and at its discretion with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of the Construction Services Agreement, Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless District, its Board, and each member of the Board, its officers, employees, representatives, including its Architect

and assigns, for all asbestos liability which may be associated with this work. Contractor further agrees to instruct its employees with respect to the above-mentioned standards, hazards, risk, and liabilities.

#### **SECTION 48. LAWS AND REGULATIONS**

A. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify Architect in writing and any necessary changes shall be adjusted as provided in this Construction Services Agreement for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to District's Architect, it shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 USC Section 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

#### **SECTION 49. EXECUTION OF OTHER DOCUMENTS**

The Parties to this Agreement shall cooperate fully in the execution of any and all other documents 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.

#### **SECTION 50. EXECUTION IN COUNTERPARTS**

This Agreement must 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.

#### **SECTION 51. AGREEMENT MODIFICATIONS**

No waiver, alteration, or modification of any of the provisions of this Construction Services Agreement shall be binding upon either District or Contractor unless the same shall be in writing and signed by both District and Contractor.

#### **SECTION 52. NOTICES**

A. All communications in writing between District and Contractor, including, without limitation, applications for payment, shall be deemed to have been received by the addressee if delivered to the person for whom they are intended or if sent by registered mail, return receipt requested, or by fax followed by regular mail, addressed as follows:

If to Contractor:  
Lakmann Builders Inc.  
797 Twin View Road

Redding, CA 96003  
Attn: Dan Lakmann

If to District:  
Corning Union High School District  
643 Blackburn Avenue  
Corning, California 96021  
Attn: Jared Caylor., Superintendent

With a Copy to:  
Architect  
Nichols Melburg and Rossetto  
300 Knollcrest Dr,  
Redding, CA 96002  
Attn: Dean Furio

B. For the purpose of directions, the representative from Contractor shall be Dan Lakmann and Steve Grela Project Manager, or David Lakmann, Superintendent, and District's representative shall be Zane Schreder, unless otherwise specified in writing.

#### **SECTION 53. THIRD-PARTY CLAIMS**

Pursuant to Public Contract Code Section 9201, District shall provide Contractor with timely notification of the receipt of any third-party claim, relating to the Construction Services Agreement. District is entitled to recover its reasonable costs incurred in providing such notification.

#### **SECTION 54. ASSIGNMENT**

Neither party to this Construction Services Agreement shall assign this Construction Services Agreement or sublet it as a whole without the written consent of the other, nor shall Contractor assign any monies due or to become due to it hereunder without the prior written consent of District.

#### **SECTION 55. HEADINGS/RECITALS**

The headings herein contained are inserted only as a matter of convenience and reference and are not meant to define, limit, or describe the scope or intent of the Contract Documents or in any way to affect the terms and provisions set forth herein. The Recitals set forth at the beginning of this Construction Services Agreement are hereby incorporated herein by this reference.

#### **SECTION 56. INTEGRATION/MODIFICATION**

This Construction Services Agreement represents the entire understanding of District and Contractor as to those matters contained herein; it supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered herein; and it shall

not be amended, altered, or changed except by a written agreement signed by the parties hereto. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to California Code of Civil Procedure section 1856.

**SECTION 57. APPLICABLE LAW/PROVISIONS REQUIRED BY LAW DEEMED INSERTED; SEVERABILITY**

A. The terms and provisions of this Construction Services Agreement shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Construction Services Agreement, the action shall be brought in a state court situated in the County of Tehama, State of California, unless a court finds jurisdiction or venue is only proper in a federal court or a court outside this county.

B. Each and every provision of law and clause required by law to be inserted in this Construction Services Agreement shall be deemed to be inserted herein and the Construction Services Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the Construction Services Agreement shall forthwith be physically amended to make such insertion or correction.

C. If a court of competent jurisdiction shall hold any provision of the Contract invalid or unenforceable, then such holding is not invalidate or render unenforceable any other provision hereof.

**SECTION 58. SUCCESSION OF RIGHTS AND OBLIGATIONS**

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. All rights and obligations under this Construction Services Agreement shall inure to and be binding upon the successors and assigns of the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have, by their duly authorized representatives, executed this Construction Services Agreement, in duplicate, as of the day and year first above written.

**CONTRACTOR:**

Lakmann Builders Inc.

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

Its: \_\_\_\_\_

**DISTRICT:**

Corning Union High School District

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

Its: Superintendent

**EXHIBIT “A”**

**Area of work as shown on DSA approved plans**

[To be inserted]

DRAFT

**EXHIBIT “B”**

**Master Budget**

[To be inserted]

DRAFT

## **EXHIBIT "C"**

### **Payment Bond**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Corning Union High School District ("District"), by Board action on May 20, 2021, has awarded to Lakmann Builders Inc., designated as the "Principal," a contract for the work described as follows:

Construction Services for the High School Sitework Project;

WHEREAS, said Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at section 9550) of the California Civil Code to furnish a bond in connection with said contract;

NOW THEREFORE, we the Principal and \_\_\_\_\_ as Surety, an admitted Surety insurer pursuant to Code of Civil Procedure, section 995.120, are held and firmly bound unto the Corning Union High School District in the penal sum of One Million Three Hundred Ninety Six Thousand One Hundred Ten Dollars (\$1,396,110.00) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the District to the Principal), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal or its heirs, executors, administrators, successors, assigns, or subcontractors shall fail to pay any person or persons named in Civil Code section 9100 or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, or for amounts due as withholding tax pursuant to Section 18663 of the Revenue and Taxation Code, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons, companies, and corporations named in section 9100 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement



pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in sections 8400 and 8402 of the California Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

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(Name and Address of Surety)

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(Name and Address of agent or representative  
for service of process in California,  
if different from above)

---

---

(Telephone Number of Surety and agent or  
representative for service of process in  
California)

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Corporation)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

**EXHIBIT "D"**

**Performance Bond**

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Corning Union High School District (hereinafter referred to as "District"), by Board action on May 20, 2021, has awarded to Lakmann Builders Inc. as Principal, hereinafter designated as "Principal," a contract for the work described as follows:

Construction Services for the High School Sitework Project;

AND WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance and guaranty of said contract.

NOW, THEREFORE, we the Principal and the undersigned Surety, an admitted Surety insurer pursuant to Code of Civil Procedure section 995.120 are held and firmly bound to the District, in the sum of One Million Three Hundred Ninety Six Thousand One Hundred Ten Dollars (\$1,396,110.00) (this amount being not less than one hundred percent (100%) of the total bid price of the contract awarded by the District to the Principal), lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the hereby bounded Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, including, but not limited to the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the District, its officers and agents, as stipulated in said contract, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage made evident during the period of one (1) year from the date of acceptance of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of Surety hereunder shall continue so long as any obligation of Principal remains.

Whenever Principal shall be, and is declared by the District to be, in default under the contract, the District having performed the District's obligations thereunder unless excused by Principal's breach or default, the Surety shall promptly either remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a contract between such bidder and the District, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in the first executory paragraph hereof. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Principal by the District under the contract and any modifications thereto, less the amount previously properly paid by the District to the Principal.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal.

Surety shall not utilize Principal in completing the contract nor shall Surety accept a bid from Principal for completion of the work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the District named herein or the successors or assigns of the District. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due or is made, whichever occurs later.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the contract documents as defined in the Construction Services Agreement ("Contract Documents"), or of the work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Contract Documents, or of work to be performed thereunder, or of the specifications.

Principal and Surety agree that if the District is required to engage the services of an attorney in connection with enforcement of the bond, Principal and Surety shall pay District's reasonable attorney's fees incurred, with or without suit, in addition to the above sum.

FURTHER, the said Surety hereby agrees that in the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including a reasonable attorney's fees to be fixed by the court.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part,

with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

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(Name and Address of Surety)

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(Name and Address of agent or representative  
for service of process in California,  
if different from above)

---

---

(Telephone Number of Surety and agent or  
representative for service of process in  
California)

[Signatures follow on next page]

IN WITNESS WHEREOF the parties have executed this instrument under their several seals this \_\_\_\_ day of \_\_\_\_\_, 2021, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal of  
Principal, if Corporation)

\_\_\_\_\_  
Principal (Proper Name of Corporation)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

(Corporate Seal of Surety)

\_\_\_\_\_  
Surety

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

Attorney-in-Fact

(Attach Attorney-in-Fact  
Certificate and Required  
Acknowledgments)

**EXHIBIT "E"**

**Fingerprint Certification**

**CONTRACTOR CERTIFICATION**

With respect to the Construction Services Agreement dated \_\_\_\_\_, 2021 by and between Corning Union High School District ("District") and \_\_\_\_\_. ("Contractor") for the provision of construction services, Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

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**CONTRACTOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Corning Union High School District ("District") has determined that Lakmann Builders Inc. ("Contractor") is exempt from the criminal background check certification requirements for the Construction Services Agreement dated May, 2021 by and between the District and Contractor ("Contract") because:

☒ [ X ] The Contractor's employees will have limited contact with District students during the course of the Contract; or

☐ [ ] Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

## SUBCONTRACTOR'S CERTIFICATION

The Corning Union High School District ("District") entered into a contract for construction services with Lakmann Builders Inc ("Contractor") on or about May 20, 2021 ("Contract"). This certification is submitted by \_\_\_\_\_, a subcontractor or consultant to the Contractor for purposes of that Contract ("Subcontractor"). Subcontractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

## SUBCONTRACTOR'S EXEMPTION

The Corning Union High School District ("District") entered into a contract for construction services with Lakmann Builders Inc. ("Contractor") on or about May 20, 2021 ("Contract"). Pursuant to Education Code section 45125.1, the District has determined that \_\_\_\_\_, a subcontractor or consultant to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

- ☒ [ x ] The Subcontractor's employees will have limited contact with District students during the course of the Contract; or
- ☐ [ ] Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date



## **EXHIBIT “F”**

### **Drug-Free Workplace Certification**

This Drug-Free Workplace Certification form is part of the Construction Services Agreement made by and between the Corning Union High School District (“District”) and Lakmann Builders Inc. (“Contractor”) for the High School Sitework Project (“Project”) pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) The dangers of drug abuse in the workplace;
  - 2) The person’s or organization’s policy of maintaining a drug-free workplace;
  - 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
  - 4) The penalties that may be imposed upon employees for drug abuse violations;
- c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require that each employee engaged in the performance of the Contract be given a copy of the statement

required by section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

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

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

CONTRACTOR

\_\_\_\_\_

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

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

Its: \_\_\_\_\_

## **EXHIBIT "G"**

### **Contractor's Certificate Regarding Workers' Compensation**

Labor Code section 3700 states that

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

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

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

If contractor is a corporation, this Certification shall be executed by either the chairman of the board, president, or vice president, and if a different individual, also by the secretary, chief financial officer, or assistant treasurer.

[Signatures follow on next page]

\_\_\_\_\_  
(Proper Name of Contractor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

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

\_\_\_\_\_  
(Signature of Authorized Signor)

\_\_\_\_\_  
(Title of Signor)

(In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**EXHIBIT "H"**

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION**

This Asbestos and Other Hazardous Materials Certification form is part of the Construction Services Agreement made by and between the Corning Union High School District (hereinafter referred to as the "District") and \_\_\_\_\_ (the "Contractor") for certain High School Sitework Project improvements (hereinafter referred to as the "Project").

To the best of my knowledge, information, and belief, in completing the Contractor's work for the Project, no material furnished, installed, or incorporated into the Project will contain, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations.

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

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2021 at \_\_\_\_\_

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Notary Public in and for  
the State of California

My Commission Expires: \_\_\_\_\_

## **EXHIBIT “I”**

### **Monthly Skilled and Trained Workforce Report**

#### **Public Contract Code section 2600 et seq. and Education Code § 17407.5**

Unless the Lease-Leaseback Entity is exempt, the following report must be provided to the District **monthly** while the Project is being performed. Receipt of this complete report is a condition of Tenant Improvement Payments under the Construction Services Agreement, and, as mandated by Public Contract Code section 2602(b) and (c), the District must withhold further payments until a complete report is provided. Further, if a monthly report does not demonstrate compliance with Public Contract Code section 2601(d), District shall withhold further payments until Contractor provides a plan to achieve substantial compliance with respect to the relevant apprenticeable occupation prior to completion of the Project.

#### **Please note the following when completing the chart:**

- Skilled Journeypersons are workers who have either graduated from an apprenticeship program or have sufficient “on-the-job experience.”
- 60% of Skilled Journeypersons must be graduates of an apprenticeship program.
- 30% of Skilled Journeypersons in the following trade categories must be graduates of an apprenticeship program:
  - o acoustical installer, bricklayer, carpenter, cement mason, drywall installer or lather, marble mason, finisher, or setter, modular furniture or systems installer, operating engineer, pile driver, plasterer, roofer or waterproofer, stone mason, surveyor, teamster, terrazzo worker or finisher, and tile layer, setter, or finisher.
- Skilled Journeyperson requirements do not apply to Teamsters.
- If workers were in an occupation prior to 1995 when DSA did not offer an apprenticeship program, those workers can count for up to ½ of the required percentage of Skilled Journeypersons that have graduated from an apprenticeship program.

Trade	Number of Workers	Number of Registered Apprentices	Number of Skilled Journeypersons	Required Percentage of Graduate Apprentices	Number of Graduates from an Apprentice Program	Percentage of Graduates from an Apprentice Program	Number of Workers with on-the-Job Experience

I certify that only a skilled and trained workforce has been present on the project and that the information shown above is accurate and complete to the best of my knowledge and belief. Further, I am duly authorized to certify the report on behalf of the company identified below and acknowledge that submission of this report is an express condition of payment.

Dated: \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

*This report is a public record under the California Public Records Act, Government Code sections 6250 et seq., and is open to public inspection.*

**EXHIBIT "J"**

**NON-COLLUSION DECLARATION**

*(Public Contract Code § 7106)*

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Owner: CORNING UNION HIGH SCHOOL DISTRICT

Project: Corning Union High School District  
Corning, Tehama County, California

The undersigned declares:

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_, 2021, at \_\_\_\_\_ [CITY], California.

---

[Name]



**Exhibit “K”**

**IRAN CONTRACTING ACT OF 2010 CERTIFICATION**

(Public Contract Code sections 2202-2208)

As required by California Public Contract Code (“PCC”) section 2204 for contracts of \$1,000,000 or more, please insert your bidder or proposer name and Federal ID Number and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

**OPTION #1 - CERTIFICATION**

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

<i>Bidder or Proposer Name (Printed):</i> _____	<i>Federal ID Number :</i>  _____
<i>By (Authorized Signature)</i>  _____	
<i>Printed Name and Title of Person Signing</i>  _____	
<i>Date Executed:</i> _____, 2021	<i>Executed in</i> _____

## OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder or proposer engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew, a contract for goods and services. If you have obtained an exemption from the District from the certification requirement under the Iran Contracting Act of 2010, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Bidder or Proposer Name (Printed):</i> _____	<i>Federal ID Number:</i> _____
<i>By (Authorized Signature)</i> _____	<i>Executed in</i> _____
<i>Printed Name and Title of Person Signing</i> _____	<i>Date Executed:</i> _____, 2021

**EXHIBIT "L"**

**SUFFICIENT FUNDS DECLARATION  
(Labor Code Section 2810)**

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To: Corning Union High School District

Project: Corning Union High School District  
Corning, Tehama County, California

I, \_\_\_\_\_[NAME], declare that I am the [TITLE] of \_\_\_\_\_, the entity making a Guaranteed Maximum Price ("GMP") cost proposal for the above-referenced Project, and that the GMP cost proposal submitted by \_\_\_\_\_ includes sufficient funds to permit \_\_\_\_\_ and all approved subcontractors to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wages.

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

Date: \_\_\_\_\_, 2021 \_\_\_\_\_

Signature

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

**EXHIBIT “M”**  
**WITHHOLD LOG**

*Instructions*

When grounds for withholding from a sublease payment arise, enter the date on the next blank line and fill in the third through fifth columns.

When some or all of a previously withheld amount may be released due to the reason for the withholding being fully or partially resolved, enter the date on the next blank line and fill in the sixth through eighth columns. In the seventh column, be sure to refer to the line that describes the initial withholding.

	Date	Amount Withheld	Reason for Withholding	Number of the Sublease Payment from which Funds Were Withheld	Portion of Withhold Amount that Has Been Released	Reason for Release	Number of the Sublease Payment to which Funds Were Added
1		\$			\$		
2		\$			\$		
3		\$			\$		
4		\$			\$		
5		\$			\$		
6		\$			\$		
7		\$			\$		
8		\$			\$		
9		\$			\$		
10		\$			\$		
11		\$			\$		
12		\$			\$		
13		\$			\$		
14		\$			\$		
15		\$			\$		
16		\$			\$		
17		\$			\$		
18		\$			\$		
19		\$			\$		
20		\$			\$		

## **EXHIBIT “N”**

### **PRIME BIDDER GOOD FAITH EFFORT WORKSHEET**

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

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

#### **GENERAL INSTRUCTIONS:**

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

#### **PART I – CONTACTS**

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

<b>CATEGORY</b>	<b>TELEPHONE NUMBER</b>	<b>DATE CONTACTED</b>	<b>PERSON CONTACTED</b>
1. Owner			
2. Office of Small Business and DVBE Services (OSDS). OSDS publishes a searchable list of Disabled Veteran Business Enterprises Internet address – <a href="http://www.bidsync.com/DPXBisCASB">http://www.bidsync.com/DPXBisCASB</a>	(916) 375-4940		
3. DVBE Organizations ( <i>List</i> ):			

4. Write "recorded message" in this column, if applicable.			

## PART II – ADVERTISEMENTS

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

***Attach copies of advertisements to this form.***

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

## PART III – DVBE SOLICITATIONS

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

IF THE DVBE.....	THEN.....	AND.....	
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III Primer Bidder Certificate	Include a copy of their DVBE letter from OSBCR.	
Was <b>not</b> selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.	
Did not respond to your solicitation	Check the "NO RESPONSE" column		
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED	REASON NOT SELECTED <i>This section must be completed</i>	NO RESPONSE
	NO YES		


**IMPORTANT NOTE:**

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

**CERTIFICATION**

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

SIGNATURE OF CHIEF EXECUTIVE OFFICER

DATE

**PRIME BIDDER CERTIFICATION OF DISABLED  
VETERAN BUSINESS ENTERPRISE PARTICIPATION**

*To be completed by the Prime Bidder*

<b>PART I – IDENTIFICATION INFORMATION</b>		
BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	COUNTY	APPLICATION NO.
<p><b>PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS</b> – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.</p> <p><b>NOTE:</b> <i>Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.</i></p>		
<b>YOUR BUSINESS ENTERPRISE</b>	<b>AND YOU</b>	<b>AND YOU</b>
<b>A.</b> <input type="checkbox"/> <i>is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract</i>	<i>will include a copy of your DVBE letter from the Office of Small Business and DVBE Services (OSDS).</i>	
<b>B.</b> <input type="checkbox"/> <i>is Disabled Veteran owned <b>but is unable</b> to perform the 3 percent of this contract with your forces</i>	<i>will use DVBE subcontractors/suppliers to bring the contract participation to at least 3 percent</i>	<i>will include a copy of each DVBE's letter from OSDS (including yours, if applicable).</i>
<b>C.</b> <input type="checkbox"/> <i>is <b>not</b> Disabled Veteran owned</i>	<i>will use DVBE subcontractors/suppliers for at least 3 percent of this contract</i>	



<b>D.</b> <input type="checkbox"/> <i>is unable to meet the required participation goals</i>	<i>will complete a Good Faith Effort to obtain DVBE participation</i>	<i>will include the Prime Bidder's Good Faith Effort Worksheet.</i>
--	---	---

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

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**PRIME BIDDER CERTIFICATION OF DISABLED VETERAN  
BUSINESS ENTERPRISE PARTICIPATION**

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

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

- A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.
- B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractor/suppliers.
- C. Enter the total of Lines A and B for each column.
- D. Enter the dollar amount of the bid/proposal to be performed by **non-DVBE** firms. Note: The line is the sum of the prime and subcontractor(s) **non-DVBE** dollar participation.
- E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	ALTERNATE # 1	ALTERNATE # 2	ALTERNATE # 3 OR BASE BID B	ALTERNATE # 4 OR BASE BID C	ALTERNATE # 5 (Modernization or Reconstruction Only)
A. Prime Bidder, <i>if DVBE (own participation)</i>	\$	\$	\$	\$	\$	\$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

## SITE LEASE

### Corning Union High School District High School Sitework for 11 Modular Classroom Project Phase 3

Dated as of May 20, 2021

Between

Corning Union High School District

And

Lakmann Builders Inc.

**CORNING UNION HIGH SCHOOL DISTRICT  
HIGH SCHOOL SITEWORK FOR 11 MODULAR CLASSROOMS PROJECT  
SITE LEASE**

This site lease ("Site Lease") is dated as of May 20, 2021 by and between the Corning Union High School District, a school district duly organized and existing under the laws of the State of California ("District") as lessor, and Lakmann Builders Inc., a corporation organized and operating under the laws of the State of California and holding in good standing California State Contractors Licensing Board License #819634 ("Lessee").

**RECITALS**

**WHEREAS**, the District owns the Corning Union High School site, located at 643 Blackburn Ave, Corning, California 96021 (the "School");

**WHEREAS**, the District desires to construct certain sitework improvements at the School (together, the "Project");

**WHEREAS**, the plans and specifications for the construction of the Project were approved by the Division of the State Architect ("DSA") on January 20, 2020

**WHEREAS**, the Board of Education of the District (the "Board") has determined that it is in the best interest of the District and for the common benefit of the citizens it serves to construct the Project using the lease-leaseback project delivery method pursuant to California Education Code section 17406 ("Section 17406"), which permits the Board, after completion of a competitive solicitation process, to lease to the proposer providing the best value to the District, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required, and in accordance with the guidelines adopted and published by the District, real property owned by the District if the instrument by which property is leased requires the lessee to construct on that property, or provide for the construction thereon of, a facility for the use of the District during the term of the lease, providing that title to that facility shall vest in the District at the expiration of that lease;

**WHEREAS**, pursuant to Section 17406, the District may enter into (i) a construction services agreement for the construction of a project by the selected proposer; (ii) a site lease under which the District leases to the selected proposer the construction site and contracts with the selected proposer to perform preconstruction services before written approval is obtained from the DSA; and (iii) a sublease agreement under which the District is required to make payments to the selected proposer for the use and occupancy of the Project Site;

**WHEREAS**, the District has provided for a competitive solicitation process with respect to the Project, in accordance with Section 17406 and District's written procedures and guidelines;

**WHEREAS**, the District prepared a request for sealed proposals and qualifications ("RFP/Q") seeking qualified proposers who have been determined by the District to be

prequalified, consistent with Public Contract Code section 20111.6 and District's written procedures and guidelines, to provide construction services for the Project;

**WHEREAS**, the District gave notice of the RFP in the manner required by Public Contract Code section 20112;

**WHEREAS**, after evaluating the submitted proposals, the District selected Lessee as the successful proposer, determining that it is in the best interest of the District to do so, and represents the best value to the District, taking into consideration Lessee's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required;

**WHEREAS**, the Project is scheduled for completion on or before November 1, 2021, and the District seeks to award Lessee the Project based upon the negotiated GMP consistent with Lessee's estimated GMP;

**WHEREAS**, pursuant to Section 17406, the District desires to lease to Lessee the site at which the Project is to be constructed for the Project, as more specifically described in Exhibit "A," ("Description of Site"), and subleasing from Lessee the Site and the Project under a sublease agreement, attached hereto as Exhibit "B" ("Sublease"), and both incorporated herein by this reference;

**WHEREAS**, Lessee desires to lease the Site from the District pursuant to this Site Lease and to sublease the Site and the Project from the District pursuant to the Sublease;

**WHEREAS**, Lessee is registered with the Department of Industrial Relations, as required by Labor Code section 1725.5;

**WHEREAS**, the District and Lessee seek to enter into a construction services agreement, in the form attached hereto as Exhibit "C" ("Construction Services Agreement") and by this reference incorporated herein, to ensure that the Project will meet District's expectations;

**WHEREAS**, the Board further determines that the Site Lease, the Sublease and the Construction Services Agreement are the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate the District students;

**WHEREAS**, the Board has duly authorized the execution of this Site Lease; and

**WHEREAS**, Lessee is authorized to lease the Site and to construct the Project on such Site, and has duly authorized the execution and delivery of this Site Lease.

## WITNESSETH

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the District and Lessee agree as follows:

### SECTION 1. DEFINITIONS.

Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Site Lease, have the meanings as herein specified.

A. **“Construction Budget”** means the budget amount established by the District, representing the maximum authorized cost for construction of the Project. The Construction Budget does not include fees for professional architectural and engineering services, District inspection, or testing and inspection services.

B. **“Construction Documents”** means the approved final working drawings and specifications, and the conditions under the Construction Services Agreement for construction of improvements on the Site, including general, special (if any), and supplementary, that set forth in detail all of the requirements for construction of the Project.

C. **“Construction Services Agreement”** means the construction services agreement for construction of the Project by and between the District and Lessee dated as of May 20, 2021.

D. **“Contract Documents”** means the Construction Services Agreement, this Site Lease, and the Sublease.

E. **“Deliverable”** means any tangible item provided or to be provided under the Site Lease or the Construction Services Agreement. A Deliverable does not include services.

F. **“District”** means the Corning Union High School District, a school district duly organized and existing under the laws of the State of California.

G. **“Effective Date”** means the day on which the District issues a Notice to Proceed for the Project in accordance with Section 5 of the Construction Services Agreement.

H. **“Lessee”** shall mean Lakmann Builders Inc. and its successors and assigns.

I. **“Project”** means the construction of improvements and equipment to be constructed and installed by Lessee, as more particularly described in Exhibit “A” of the Sublease.

J. **“Site”** means that certain parcel of real property and improvements thereon comprising the Project as more particularly described in Exhibit “A” attached hereto.

K. **“Site Lease”** means this Site Lease together with any duly authorized and executed amendment hereto, under which the District leases the Site to Lessee for purposes of constructing the Project.

**L.     “Sublease”** means the Sublease Agreement dated as of May 20, 2021 by and between the District and Lessee together with any duly authorized and executed amendment thereto.

**M.     “Sublease Payment”** means any payment required to be made by the District pursuant to Section 7 and Exhibit “C” of the Sublease.

**N.     “Tenant Improvement Payments”** means the payments required to be made by the District pursuant to the Construction Services Agreement and Exhibit “C” of the Sublease.

**O.     “Term of this Site Lease” or “Term”** means the time during which this Site Lease is in effect, as provided for in Section 3 of this Site Lease.

## **SECTION 2.     SITE LEASE.**

District leases to Lessee, and Lessee leases from the District, on the terms and conditions set forth herein, the Site situated in the City of Corning, State of California, more specifically described in Exhibit “A” attached hereto, including any real property improvements now or hereafter affixed thereto.

## **SECTION 3.     TERM.**

The Term of this Site Lease commences on the Effective Date. The Term of this Site Lease shall terminate as of the last day of the Sublease, provided the District has paid to Lessee, or its assignee, all payments that may be due under the Construction Services Agreement and Sublease, and provided that this Site Lease has not been terminated pursuant to the termination provisions of the Sublease. Without limiting any other term or provision of the Construction Services Agreement or Sublease between the parties, at the termination of this Site Lease, natural or otherwise, title to the Site and any improvements constructed thereon by Lessee shall vest in the District, in accordance with Section 17406.

## **SECTION 4.     REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE DISTRICT.**

The District represents, covenants, and warrants to Lessee that:

A.     The District has good and merchantable fee title to the Site and has authority to enter into and perform its obligations under this Site Lease.

B.     There are no liens on the Site other than Permitted Encumbrances, as defined below.

C.     All taxes, assessments, or impositions of any kind with respect to the Site, if applicable, except current taxes, have been paid in full.

D.     The Site is properly zoned for the intended purposes and utilization of the Site or the District intends to render zoning inapplicable pursuant to Government Code section 53094.

E. The District is in compliance with all laws, regulations, ordinances, and orders of public authorities applicable to the Site.

F. There is no litigation of any kind currently pending or, to the best knowledge of the District, threatened regarding the Site or the District's use of the Site for the purposes contemplated by this Site Lease.

G. To the best of the District's knowledge, after actual inquiry:

1. No dangerous, toxic, or hazardous pollutants, contaminants, chemicals, waste, materials, or substances, as defined in or governed by the provisions of any state or federal law relating thereto (hereinafter collectively called "Environmental Regulations"), and also including, but not limited to, urea-formaldehyde, polychlorinated biphenyls, asbestos, asbestos-containing materials, nuclear fuel or waste, radioactive materials, explosives, carcinogens and petroleum products, or any other waste, material, substance, pollutant, or containment that would subject the owner of the Site, Lessee, or Lessee's subcontractors to any damages, penalties, or liabilities under any applicable Environmental Regulation (collectively called "Hazardous Substances"), are now or have been stored, located, generated, produced, processed, treated, transported, incorporated, discharged, emitted, released, deposited, or disposed of in, upon, under, over, or from the Site.

2. No threat exists of a discharge, release, or emission of a Hazardous Substance upon or from the Site into the environment.

3. The Site has not been used as or for a mine, a landfill, a dump, or other disposal facility, industrial or manufacturing facility, or a gasoline service station.

4. No underground storage tank is now located in the Site or has previously been located therein.

5. No violation of any Environmental Regulations now exists relating to the Site, no notice of any violation or any alleged violation thereof has been issued or given by any governmental entity or agency, and there is not now any investigation or report involving the Site by any governmental entity or agency that in any way relates to Hazardous Substances.

6. No person, party, or private or governmental agency or entity has given any notice of or asserted any claim, cause of action, penalty, cost, or demand for payment or compensation, whether or not involving any injury or threatened injury to human health, the environment, or natural resources, resulting or allegedly resulting from any activity or event described in Subsection G.1., above.

7. There are not now any actions, suits, proceedings, or damage settlements relating in any way to Hazardous Substances in, upon, under, over, or from the Site.

8. The Site is not listed in the United States Environmental Protection Agency's National Priorities List of Hazardous Waste Sites or any other list of Hazardous Substances sites maintained by any federal, state, or local governmental agency or entity.



9. The Site is not subject to any lien, claim for lien, or threat of lien in favor of any governmental agency or entity as a result of any release or threatened release of any Hazardous Substances.

H. To the extent permitted by law, the District shall not abandon use of the Site for the use currently intended by the District and shall not seek to substitute or acquire property to be used as a substitute for the use intended pursuant to this Site Lease.

I. The term "Permitted Encumbrances," as used herein shall mean, as of any particular time:

1. Liens for general ad valorem taxes and assessments, if any, not then delinquent.

2. This Site Lease; the Sublease; any right or claim of any mechanic, laborer, materialman, supplier, or vendor, if applicable, not filed or perfected in the manner prescribed by law; easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions that exist of record as of the date of this Site Lease and that will not materially impair the use of the Site.

3. Easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions, or restrictions established following the date of this Site Lease and to which the District and Lessee consent in writing that will not impair or impede the operation of the Site.

## **SECTION 5. REPRESENTATIONS, COVENANTS, AND WARRANTIES OF LESSEE.**

Lessee represents, covenants, and warrants to the District that:

A. Lessee is duly organized, validly existing, and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

B. Lessee has full power, authority, and legal right to enter into and perform its obligations under this Site Lease, and the execution, delivery, and performance of this Site Lease has been duly authorized by all necessary corporate actions on the part of Lessee and does not require any further approvals or consents.

C. Execution, delivery, and performance of this Site Lease does not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement, or instrument to which Lessee is a party or by which Lessee or its property is bound.

D. There is no pending or, to the best knowledge of Lessee, threatened action or proceeding before any court or administrative agency that could materially or adversely affect the ability of Lessee to perform its obligations under this Site Lease.

## **SECTION 6. SITE RENTAL.**

In consideration for the lease of the Site by the District to Lessee and for other good and valuable consideration, Lessee shall pay to the District one-dollar (\$1.00) per year, or any portion of a year that this Site Lease is in effect, within thirty (30) days of the end of the Term of this Site Lease. Lessee shall have no obligation to make rental payments hereunder in the event of the District's inability to issue the necessary Notice to Proceed for the Project pursuant to the provisions of Section 5 of the Construction Services Agreement.

## **SECTION 7. USE OF SITE.**

Lessee shall use the Site solely for the purpose of constructing the Project thereon and for subleasing the Site and the Project to the District, provided that, upon the occurrence of an Event of Default by the District as defined under the Sublease, Lessee may exercise the remedies provided for in the Construction Services Agreement or the Sublease.

## **SECTION 8. TERMINATION.**

A. Lessee agrees, upon termination of the Term of this Site Lease:

1. To quit and surrender the Site in the same good order and condition as it was at the time of commencement of the Term of this Site Lease, reasonable wear and tear expected;
2. To release any liens and encumbrances solely created or caused by Lessee or its authorized agents; and
3. To relinquish any permanent improvements and structures existing upon the Site at the time of the termination of this Site Lease, which shall remain thereon, and title thereto shall vest in the District.

B. Notwithstanding the District's foregoing rights in the event of a dispute or termination, Lessee shall retain the right to full compensation for all undisputed services rendered prior to the termination of this Site Lease, including all rights Lessee has under the Construction Services Agreement and the Sublease, as well as all recourse provided by California law, including common law, for the value of the work performed on the Site and/or the Project.

C. In the event the Construction Services Agreement is terminated pursuant to the provisions therein, this Site Lease shall immediately terminate.

D. If the District exercises its option to purchase the Project pursuant to the Sublease, this Site Lease shall terminate concurrently with the District's buy out and termination of the Sublease.

## **SECTION 9. QUIET ENJOYMENT.**

Subject to the terms of the Sublease, the District covenants and agrees that it will not take any action to prevent Lessee's quiet enjoyment of the Site during the Term of this Site Lease and that, in the

event the District's fee title to the Site is ever challenged so as to interfere with Lessee's right to occupy, use, and enjoy the Site, the District will use all governmental powers at its disposal, including the power of eminent domain, to obtain unencumbered fee title to the Site and to defend Lessee's right to occupy, use, and enjoy the Site. The District, however, retains the right, throughout the Term of this Site Lease, to use the Site for District purposes, pursuant to the terms of the Sublease.

**SECTION 10. NO LIENS.**

The District shall not mortgage, sell, assign, transfer, or convey the Site or any part thereof to any person during the Term of this Site Lease without the written consent of Lessee. Nothing in this Site Lease shall preclude the District from granting utility easements across the Site to facilitate the use and operation of the Project.

**SECTION 11. RIGHT OF ENTRY.**

The District reserves the right for any of its duly authorized representatives to enter upon the Site at any reasonable time to inspect the same or to make any repairs, improvements, or changes necessary for the preservation thereof, but, in doing so, shall not interfere with Lessee's operations regarding the Project.

**SECTION 12. ASSIGNMENT AND SUBLEASING.**

Lessee will not assign or otherwise dispose of or encumber the Site or this Site Lease without the prior written consent of the District.

**SECTION 13. NO WASTE OR ILLEGAL ACTIVITY.**

Lessee agrees that at all times it is in possession of the Site, Lessee will not commit, suffer, or permit any waste on the Site, and Lessee will not willfully or knowingly use or permit the use of the Site for any illegal act or purpose.

**SECTION 14. DEFAULT.**

In the event Lessee shall be in default in the performance of any of its obligations under the terms of the Construction Services Agreement or this Site Lease, which default continues for thirty (30) days following written notice and demand for correction thereof to Lessee, the District may exercise any and all remedies granted by law or equity.

**SECTION 15. TITLE.**

During the Term of this Site Lease, the District shall hold title to the Site and obtain title to the that portion of the Project constructed as part of from the Lessee, including any and all additions that comprise improvements, fixtures, repairs, replacements, or modifications, as payments are made under the terms of the Construction Services Agreement and Sublease, provided, however, that full title shall not vest in the District until the end of the Term of the Sublease and Site Lease.

## **SECTION 16. EMINENT DOMAIN.**

In the event the whole or any part of the Site or the improvements thereon, including, but not limited to, the Project, is taken by eminent domain, the financial interest of Lessee shall be recognized and is hereby determined to be the amount of all Sublease Payments and Tenant Improvement Payments less any unearned interest as of the date Lessee receives payment in full. The balance of the award in such eminent domain action, if any, shall be paid to the District.

## **SECTION 17. TAXES.**

The terms of this Site Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest. In the event a possessory tax is levied against the Lessee, it shall be the District's responsibility to pay or otherwise satisfy such a tax assessment.

## **SECTION 18. INDEMNIFICATION.**

### **A. By the District.**

The District covenants and agrees to indemnify and defend Lessee, and to hold Lessee harmless, from and against any and all losses, claims, suits, damages, and expenses (including reasonable attorneys' fees) arising out of the condition of the Site, including, but not limited to, all costs required to be incurred by Lessee as a result of any condition described in Section 4.G. of this Site Lease, unless the condition is caused or created by Lessee, whether or not known to the District on the date of execution of this Site Lease, or unless such cost is contemplated to be paid by Lessee pursuant to the provisions of the Construction Services Agreement.

### **B. By Lessee.**

1. Lessee covenants and agrees to indemnify and defend the District, and to hold the District and its Board, administrators, employees, and agents ("Indemnitees") harmless from any and all losses, claims, suits, damages, and expenses (including reasonable attorneys' fees, and collectively referred to as "Claim") arising from or in connection with any negligent or intentional acts or omissions of Lessee, its agents, employees, and consultants relating to Lessee's performance of its obligations under this Site Lease, unless it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of any Indemnatee.

2. Lessee shall indemnify and defend the District, and hold the District harmless, from any claim for employment benefits, workers' compensation, or other benefits by any agent or employee of Lessee, or any consultant or sub consultant.

3. The District may retain, to the extent it deems necessary, but in no amount more than 150% of the value of the dispute, the money due to Lessee under and by virtue of the Contract Documents until disposition has been made of any Claim specified above.

C. All other indemnification issues related to this Site Lease, the Site, or the progress and prosecution of the Project shall be governed by the Construction Services Agreement and Sublease.

**SECTION 19. NOTICES.**

Any notices or filings required to be given or made under this Site Lease shall be given or made in writing, by personal delivery or registered mail, to the respective addresses given below or at such other address as such party may provide in accordance with the provisions of this Section. Any change in address shall not be binding upon the other party unless preceded by written notice of no less than thirty (30) days. Any such notice shall be deemed to have been received by the addressee if delivered to the person for whom it is intended or if sent by registered mail, return receipt requested, or fax followed by regular mail, addressed as follows:

If to Lessee:

If to Contractor:

Lakmann Builders Inc.  
797 Twin View Road  
Redding, CA 96003  
Attn: Dan Lakmann

If to District:

Corning Union High School District  
643 Blackburn Avenue  
Corning, California 96021  
Attn: Jared Caylor., Superintendent

With Copies to:

Parker & Covert LLP  
2520 Venture Oaks Way, Suite 190  
Sacramento, CA 95833  
Attn: Addison Covert

**SECTION 20. NO THIRD-PARTY RIGHTS.**

Nothing contained in this Site Lease shall create a contractual relationship with, or cause of action in favor of, any third party against either the District or Lessee.

**SECTION 21. BINDING EFFECT.**

This Site Lease shall inure to the benefit of and shall be binding upon the District, Lessee, and their respective successors in interest and assigns.

**SECTION 22. SEVERABILITY.**

In the event any provision of this Site Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of such invalid provision materially alters the rights and obligations embodied in this Site Lease, the Sublease, or the Construction Services Agreement.

**SECTION 23. AMENDMENTS AND MODIFICATIONS.**

This Site Lease shall not be effectively amended, changed, modified, altered, or terminated without the written agreement of the District and Lessee.

**SECTION 24. EXECUTION IN COUNTERPARTS.**

This Site Lease may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

**SECTION 25. LAWS, VENUE AND ATTORNEYS' FEES.**

The terms and provisions of this Site Lease shall be construed in accordance with the laws of the State of California. If any action is brought in a court of law to enforce any term of this Site Lease, such action shall be brought in a state court situated in the County of Tehama, State of California, unless a court finds jurisdiction or venue is only proper in a federal court, or a court outside this county. If either party brings an action or proceeding involving the Site, to enforce the terms of this Site Lease, or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

**SECTION 26. INTEGRATION.**

This Site Lease represents the entire understanding of the District and Lessee as to those matters contained herein, and supersedes and cancels any prior oral or written understanding, promise, or representation with respect to those matters covered herein.

**SECTION 27. HEADINGS AND RECITALS.**

The captions or headings in this Site Lease are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Site Lease. The recitals set forth at the beginning of this Site Lease are hereby incorporated herein by this reference.

**SECTION 28. TIME.**

Time is of the essence with respect to this Site Lease and each and all of its provisions.

**IN WITNESS WHEREOF**, the parties hereto have executed this Site Lease by their authorized officers as of the day and year first written above.

**LESSEE:**

Lakmann Builders Inc.

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

Its: \_\_\_\_\_

**DISTRICT:**

Corning Union High School District

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

Its: \_\_\_\_\_

DRAFT

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

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

SITE LEASE  
131678v1 / CORUHSD.45.1



## ACKNOWLEDGMENT

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

[illegible]

On \_\_\_\_\_, 2021, before me, \_\_\_\_\_, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT “A”**

Description of Site

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**EXHIBIT “B”**

Sublease

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**EXHIBIT “C”**

Construction Services Agreement

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