

**Galt Joint Union Elementary School District**  
**Board of Education**  
**“Building a Bright Future for All Learners”**

Regular Board Meeting  
Wednesday, September 26, 2018  
**6:00 p.m. Closed Session**  
**7:00 p.m. Open Session**

Galt City Hall Chamber  
380 Civic Drive, Galt, CA 95632

# AGENDA

*Anyone may address the Board regarding any item that is within the Board's subject matter jurisdiction. However, the Board may not take action on any item which is not on this agenda as authorized by Government Code Section 54954.2.*

*Community members and employees may address items on the agenda by filling out a speaker's request form and giving it to the board meeting assistant prior to the start of that agenda item.*

*Comments are limited to no more than 3 minutes or less pending Board President approval.*

**A. 6:00 p.m. – Closed Session: Galt City Hall Chamber Conference Room**

**B. Announce Items to be Discussed in Closed Session, Adjourn to Closed Session**

1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Unrepresented Employees
  
2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957

**C. Adjourn Closed Session, Call Meeting to Order, Flag Salute, Announce Action Taken in Closed Session**

**D. Public Comments** for topics not on the agenda

*Public comment should be limited to three minutes or less pending Board President approval. Community members who cannot wait for the related agenda item may also request to speak at this time by indicating this on the speaker's request form.*

**E. Recognition: Galt Community of Character Coalition**

**F. Reports**

LCAP GOAL 1

*Develop and implement a personalized learning and strengths-based growth plan for every learner that articulates and transitions to high school learning pathways while closing the achievement gap.*

LCAP GOAL 2

*Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.*

1. Gooru Mathematics Pilot: Personalized Learning Routes

**LCAP GOAL 3**

*Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.*

1. Smarter Balanced Assessment Consortium (SBAC) Pending State Release
2. GJUESD Impact Study Report: Nominated for Best Research Abstract by California Educational Research Association (CERA)
3. Upcoming GJUESD State Dissemination Efforts: California Association of School Psychologists (CASP), California Educational Research Association (CERA), California School Boards Association (CSBA)

**LCAP GOAL 4**

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

1. Equity and School Capacity Update
2. Measure K Project Update

**G. Routine Matters/New Business**

171.928 Consent Calendar

MOTION

a. Approval of the Agenda

At a regular meeting, the Board may take action upon an item of business not appearing on the posted agenda if, first, the Board publicly identifies the item, and second, one or more of the following occurs:

- 1) The Board, by a majority vote of the full Board, decides that an emergency (as defined in Government Code section 54956.5) exists; or
- 2) Upon a decision by a two-thirds vote of the Board, or if less than two-thirds of the Board members are present, a unanimous vote of those present, the Board decides that there is a need to take immediate action and that the need for action came to the attention of the District after the agenda was posted; or
- 3) The item was posted on the agenda of a prior meeting of the Board occurring not more than five calendar days prior to the date of this meeting, and at the prior meeting, the item was continued to this meeting.

b. Minutes: August 22, 2018 Regular Board Meeting

c. Payment of Warrants:

Vendor Warrant Numbers: 19419477-19419534, 19420683-19420770, 19422057-19422061, 19423050-19423143, 19423704-19423705, 19424452-19424545, 19425199

Certificated/Classified Payrolls Dated: 8/31/18, 9/10/18, 9/14/18

d. Personnel

1. Resignations/Retirement
2. Leave of Absence Requests
3. New Hires

e. Donations

f. 2018-19 School fundraisers

g. Next Generation Science Standards (NGSS) Out of State Conference Attendance

171.929 Consent Calendar (Continued) – Items Removed for Later Consideration

CC  
Items  
Removed

171.930 Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to

PUBLIC  
HEARING

Education Code 60119

- |         |   |        |
|---------|---|--------|
| 171.931 | Board Consideration of Approval of Resolution #3 GJUESD Resolution Regarding Sufficiency of Instructional Materials   | MOTION |
| 171.932 | Board Consideration of Approval of Superintendent Contract for a Period of Three (3) Years Beginning the First (1st) Day of July 2018, and ending on the Thirtieth (30th) Day of June, 2021 to include a 4.5% Salary Increase Retroactive to the First (1st) Day of July 2018 | MOTION |
| 171.933 | Board Consideration of Approval of Vanden Bos Electric, Inc. as General Contractor for River Oaks Elementary Fire and Intrusion Alarm Upgrade   | MOTION |
| 171.934 | Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75  | MOTION |
| 171.935 | Board Consideration of Approval of Declaration of Need for Fully Qualified Educators  | MOTION |
| 171.936 | Board Consideration to Nominate California School Boards Association (CSBA) Directors-at-Large Asian Pacific Islander and Hispanic  | MOTION |
| 171.937 | Board Consideration of Approval of Memorandum of Understanding Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding Article VII: Evaluation Procedures   | MOTION |

**H. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Farm To Futures Center

**I. Public Comments** for topics not on the agenda

*Public comment should be limited to three minutes or less pending Board President approval.*

**J. Adjournment**

*The next regular meeting of the GJUESD Board of Education: October 24, 2018*

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Board agenda materials are available for review at the address below.

Individuals who require disability-related accommodations or modifications including auxiliary aids and services in order to participate in the Board meeting should contact the Superintendent or designee in writing:

Karen Schauer Ed.D., District Superintendent  
Galt Joint Union Elementary School District  
1018 C Street, Suite 210, Galt, CA 95632  
(209) 744-4545

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## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/26/18	<b>Agenda Item:</b> Closed Session
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<ol style="list-style-type: none"><li>1. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6 Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano<ul style="list-style-type: none"><li>▪ Employee Agency: (GEFA) Galt Elementary Faculty Association</li><li>▪ Employee Agency: (CSEA) California School Employee Association</li><li>▪ Unrepresented Employees</li></ul></li> <li>2. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957</li></ol>	



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> 9/26/18	<b>Agenda Item:</b> Recognition
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX
<p><b>1. Galt Community of Character Coalition</b></p> <ul style="list-style-type: none"><li>• Caring and Compassion Award</li><li>• Respect Award</li></ul>	



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item:</b> Reports
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> <b>Information Item:</b> XX

**LCAP GOAL 1**

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**LCAP GOAL 4**

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

1. Equity and School Capacity Update
2. Measure K Project Update



## **LCAP GOAL 2**

*Implement California State Standards in classrooms and other learning spaces through a variety of blended learning environments while closing the achievement gap.*

### **1. Gooru: Learning Navigator for Math**

*Presenter: Karen Schauer Ed.D., Superintendent and Claudia Del Toro-Aguiano, Curriculum Director*

The Navigator for Math is an online platform with high-quality educational resources and course materials that can be customized to any class's curriculum and personalized for each individual student.

The online platform is designed for the unique needs of both learners and teachers. Learners can study online any time, in any place. Teachers can edit resources, create collections and materials, or design their own class program. The Navigator for Math has a full spectrum of educational resources, activities, and assessments. The platform will give teachers access to the best available teacher-curated and research-based course materials.

Gooru staff includes engineers, researchers, learning science experts and the creator of the platform. Valley Oaks, Lake Canyon and McCaffrey will implement the Navigator for Math during this school year. A two day training (Sept 24-25) will provide teachers with the needed support to launch the program with learners in October 2018. Over 700 learners will have access to the platform.

Shared processes and goals between our district and Gooru have been developed as we work towards learning outcomes. Success metrics, leadership involvement, communication and approaches to continuous improvement will continue to evolve.



**LCAP GOAL 3**

*Processes and measures for continuous improvement and accountability are applied throughout the LEA including personalized evaluation processes.*

**1. Smarter Balanced Assessment Consortium (SBAC) Pending State Release**

*Presenter: Claudia Del-Toro Anguiano, Curriculum Director*

**2. GJUESD Impact Study Report: Nominated for Best Research Abstract by California Educational Research Association (CERA)**

*Presenter: Karen Schauer, Superintendent*

**3. Upcoming GJUESD State Dissemination Efforts: California Association of School Psychologists (CASP), California Educational Research Association (CERA), California School Boards Association (CSBA)**

*Presenter: Karen Schauer, Superintendent*





Leading...Building...Networking

**WestEd**  
**GJUESD Impact Study Report:**  
**Nominated for Best Research Abstract by California Educational Research Association**

The GJUESD Impact Study for the Galt Bright Futures personalized learning efforts has been nominated for 2018 Best Research Abstract by the California Educational Research Association (CERA). The attached draft prepared by WestEd is currently being finalized in preparation for upcoming dissemination opportunities.

The impact study report examined the learning impact of the unique and integrated strengths-based personalized learning model designed to support every learner's strengths, aspirations, and individual needs. The report focuses upon a four-year period, from 2013-2017 using longitudinal student achievement data that were matched with a virtual comparison group for the areas of mathematics, reading and language usage.

The study measured the effect of the GJUESD model on student achievement in the areas of mathematics, reading and language usage. In addition the study explored the model's effect on students from high poverty families and English learners.

Students in GJUESD outpaced their "matched" student counterparts in academic growth by over ten percent in each content area: mathematics, reading and language usage.

By year three of the initiative and full implementation, high poverty and English learner groups demonstrated achievement trajectories upward in all content areas.

The successful Galt model builds on past personalized learning models (personalized learning paths, digital learning and flexible learning environments), yet it includes strengths-focused features that may contribute to learners' motivation, engagement and ability to access and persevere in the curriculum.

**Notable Results:**

The study suggests that a personalized learning model can support student achievement in diverse and historically underperforming populations. GJUESD has over 60% poverty rate with English learners ranging from 12% to 50% at elementary schools. Impact study results include:

1. The study's results show improvement in multiple subject areas (mathematics, reading and language usage).
2. Students in GJUESD outpaced their "matched" student counterparts in academic growth by over ten percent in each content area: mathematics, reading and language usage.
3. By year three of the initiative and full implementation, high poverty and English learner groups demonstrated achievement trajectories upward in all content areas.
4. The finding that growth occurred across all three academic domains suggests that something powerful may be occurring at the student level of interaction that affects the way students approach the curriculum.
5. Galt's comprehensive model for addressing non-academic aspects of learning may be contributing to students' motivation and engagement in learning that strengthens their ability to access and persevere in the curriculum.

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# Impact Study: Personalized Learning in the Galt Joint Union Elementary School District

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**Betsy McCarthy**

**Ying Liu, University of Southern  
California**

**May 10, 2018**

"DRAFT currently being edited by WestEd"

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WestEd is a nonpartisan, nonprofit research, development, and service agency that works with education and other communities throughout the United States and abroad to promote excellence, achieve equity, and improve learning for children, youth, and adults. WestEd has more than a dozen offices nationwide, from Massachusetts, Vermont, Georgia, and Washington, DC, to Arizona and California, with headquarters in San Francisco.



# Introduction

In 2012, Galt Joint Union Elementary School District (GJUESD) in Galt, California was selected as one of 16 districts in the U.S. to receive a federal Race to the Top-District (RTT-D) grant to implement personalized learning for its students and educators through a districtwide initiative. Located in California's San Joaquin Valley, the small to mid-sized district (approximately 3,900 students) supports a diverse population of students. To implement the five-year initiative, the district made profound, yet coordinated, changes to district, school, classroom, and out-of-school policies and practices. The efforts resulted in a unique and integrated strengths-based personalized learning model that is designed to support every student's strengths, aspirations and individual learning needs.

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Personalized learning is broadly described as instructional practices that take into account individual students' needs and goals (see Pane, et al., 2017). Digital resources show great promise in supporting personalized learning, as they include powerful tools to help identify individual students' needs and goals, and to support instruction that addresses these needs and goals (Bingham, Pane, Steiner, and Hamilton, 2018). The practice of personalized learning is growing rapidly, in part, because digital technologies become more available in schools (EdWeek, 2017; Project Tomorrow, 2018). In addition, policies and funding supporting personalized learning have grown significantly (U.S. Department of Education, 2017).

Personalized learning models often include the following components (Bill & Melinda Gates Foundation, 2014; EdWeek, 2014; Pane, et al., 2017; U.S. Department of Education, 2017):

- Use of competency-based progressions: Students' progress toward clearly defined goals is continually assessed.
- Flexible learning environments: Students' needs drive the design of each individualized learning environment.
- Personal learning paths: All students follow a customized path that responds and adapts based on their individual learning progress, motivations, and goals.
- Frequent informal and formal measurement of students' progress, areas of need and goals.
- Frequently updated student profiles: All students have up-to-date records of their individual, progress, needs and goals.

This report describes a personalized learning model developed by GJUESD, its gradual implementation over a four-year period, and the results of an impact study focused on measuring its effectiveness. The study used longitudinal student achievement data from district students, along with data from a matched virtual comparison group, to measure the effect of the intervention on students in the areas of mathematics, reading, and language usage.

## The Galt Model: Strengths-Based, Learner-Centered Personalized Learning

Through the use of personalized learning, the district aimed to shift from a student-centered proficiency model to a learner-centered growth and achievement model as a basis for instruction and learning. The initiative allowed for transitional kindergarten (TK) to grade eight students to experience personalized learning in their classrooms and in multiple other environments, including: 1) their school library, which was transformed into a tech-rich, extended-hours community space called a Bright Future Learning Center; 2) free after-school clubs and classes with activities focused on Common Core State Standards (CCSS) and Next Generation Science Standards (NGSS); 3) school-based and off-site outdoor service-learning activities; and 4) in students' homes where, starting in year three of the project, all TK to grade eight students and their families had continuous connectivity to technology, the district learning management system, and a host of digital resources to support learning beyond the school day.

The Galt model includes research-based strategies that integrate best practices in education and human development with the affordances of technology. The model, combines adaptive learning programs and assessments, digital resources for classroom and extended learning, and a learning management system, with the foundational principles of student self-efficacy, motivation, and universal design for learning. The theoretical framework that guided planning and implementation of the district's initiative, and its corresponding personalized learning model, included implementation of activities in three interconnected project areas: 1) personalized plans to learning pathways: college, career, and life, 2) personalized learning options: blended to extended learning environments, and 3) systems continuous improvement. Efforts in each project area led to the development of the key aspects

of the Galt personalized learning (PL) model, which include: personalized learning plans, strengths-based learning, computer-adaptive assessments, the use of a learning management system, blended learning and integrated technology opportunities, Bright Future Learning Centers, extended learning opportunities (including project-based service learning), student goal-setting and reflection, and educator and administrator personalized professional learning.

## PROJECT AREA 1: PERSONALIZED PLANS TO LEARNING PATHWAYS: COLLEGE, CAREER, AND LIFE

Project Area 1 encompassed aspects of the model related to identifying and recording students' goals, strengths, needs, aspirations and achievement. Assessment and growth related to academic subjects reflect competency-based progressions aligned to CCSS and NGSS. Key aspects of the model implemented under this Project Area include: personalized learning plans, strengths-based learning, computer-adaptive assessments, and the use of a learning management system. These key aspects of the model are described below.

### Personalized Learning Plans

Personalized learning plans (PLPs), stored and accessed via the district's learning management system, are a cornerstone of the Galt PL model. By the third year of the project, every student, TK through grade eight, had an individual PLP that was updated, at a minimum, each trimester to reflect changes in student information related to learning, strengths, engagement, goal setting, and grades. The PLP displays information in multiple sections, including:

- *Student profile:* A section focusing on learning information, including student growth data based on competency-based progressions that are aligned with CCSS, district assessment data, and engagement information (including attendance, strengths-based assessment results).
- *Goal-setting:* A section that includes students' goal-setting in mathematics, reading, language usage, engagement, English language development, and project-based service-learning.
- *Performance progress:* A section that includes a grade report.

Educators and students frequently use PLPs to reflect on individual student data, participate in individualized goal setting, and to plan learning activities that blend digital learning resources with face-to-face instruction to work toward students' goals. Though broad goals are updated in the PLP at least once a trimester, student reflection and goal-setting activities occur as often as once per week. The PLP is a goal-setting tool designed to facilitate frequent reflection and discussion. By capturing and reporting multiple sources of data at frequent intervals, students, as well as their educators and parents, can monitor growth and set goals for achievement in specific areas. The PLP provides features that facilitate students' involvement in goal formulation, career, and life aspirations and reflection.

Using the PLPs, educators, parents, and students have weekly access to updates on students' progress and accomplishments. PLPs represent a shift away from the "traditional" trimester report card to an on-going growth and achievement cycle of reflection, goal setting, and learning.

## Strength-Based Learning

In addition to the foundations of personalized learning, the district included strength-based learning as a foundational aspect of its PL model. Strengths-based learning includes a focus on individual strengths and place emphasis on meaningful relationships and activities (Fox, 2008). According to Anderson (2004, p.1), strengths-based education involves "a process of assessing, teaching, and designing experiential learning activities to help students identify their greatest talents, and to then develop and apply strengths based on those talents in the process of learning, intellectual development, and academic achievement to levels of personal excellence." Strengths-based classroom strategies have been found to increase engagement and motivation for diverse groups of students (Greenberg, Weissberg, O'Brien, Zins, Federicks, Resnick, & Elias (2003); Lopez, 2008; Skaalvik, & Hagtvet, 1990). The district intentionally included strengths-based activities in its PL model, including, the measurement of strengths, individualization, affirming strengths with others, deliberate application of strengths, and intentional development of strengths (Lopez & Louis, 2009).

Educators, administrators, staff members, and students in grades four to eight in GJUESD took the Gallup Strengths assessments, which identify each individual's three to five strongest strengths. By identifying individual strengths, the surveys support the district's efforts toward personalization and building a culture that recognizes and maximizes each individual's strengths. Educators, administrators, and staff members often identified their strengths publically, for instance, on email signatures, nametags, and office signs. In addition, educators received professional development around best practices in strengths-based learning in the classroom.

For each student, identified strengths are included in the student's PLP. Students' awareness of their strengths plays a part in the engagement goals that they make on their PLPs. Educators frequently encourage students to apply their strengths, and they provide activities to help students develop their strengths. After school and summer extended learning activities included staff trained in strengths development.

Students in grades five to eight also took the Gallup Student Poll each year, which anonymously measures hope, engagement, entrepreneurial aspiration, and career/financial literacy. The survey is administered in the fall of each school year and supplies educators, administrators, and community leaders with actionable data. Results of the poll are disaggregated by school and district, and are discussed with district staff, the school board, and at annual community outreach meetings. School-level results of the poll provide staff with a broad measure of student engagement, and prompt educators and parents to consider student goal-setting around engagement on their PLP.

## Computer-Adaptive Assessments

In each year of the RTT-D initiative, all students from TK to grade eight took the CCSS-aligned Northwest Evaluation Association (NWEA) Measures of Academic Progress (MAP) mathematics, English language arts and language usage assessments each trimester. The assessments are accessed via computers and are adaptive, meaning that the difficulty of each question is based on how well the student answered all of the previous questions.

Detailed MAP assessment data is valuable in measuring students' growth in mathematics, English language arts and language usage. Along with other district assessments, including the district reading and writing assessments and the Smarter Balanced assessments for mathematics and English language arts, the MAP assessment allowed students, educators, and families to follow students' progress on specific academic skills. In addition, data from the adaptive assessments embedded in the district's digital learning curricula supported each student's individual blended learning experiences by allowing their online coursework to be adjusted based on current ability levels.

## Learning Management System

The district used a comprehensive and integrated learning management system, which provides access to online resources, stores assessment data, and allows educators and administrators to create, store, and update PLPs. All schools and educators are provided weekly student information online, using a single system for performance and engagement data. A parent portal provides anytime-access for parents and caregivers to view their children's ongoing activities, progress and accomplishments.

### PROJECT AREA 2: PERSONALIZED LEARNING OPTIONS: BLENDED TO EXTENDED LEARNING ENVIRONMENTS

Project Area 2 encompasses aspects of the Galt PL model related to: 1) extending opportunities for learning beyond the school day, and 2) integrating technology and digital resources into instruction and out-of-classroom learning. Efforts in this project area focused on providing digital and non-digital opportunities for learning in classrooms, school libraries, community settings, virtual platforms, homes, and other expanded learning environments. Key aspects of the model implemented under this Project Area include: blended learning and integrated technology opportunities, Bright Future Learning Centers, and extended learning opportunities, including project-based service learning.

## Blended Learning and Integrated Technology Opportunities

Grant funds brought new opportunities for blended, virtual, and other types of digital learning to GJUESD. Blended learning involves integrating various technology tools and platforms into the learning process, alongside non-digital classroom instruction, in order to support learning. The district achieved a



one-to-one student to device (laptop or tablet) ratio districtwide, and students took devices home with them to do homework and access district learning resources during out-of-school hours, including homework, and the a district learning management system, which delivers courseware to support learning in mathematics, reading, language usage, science, and English language development.

Starting in year two of project implementation, students without internet access at home were provided with a SIM card installed within their device. These cards allowed all students to access the internet and school and classroom resources.

### **Bright Future Learning Centers**

In the first year of the initiative, all school libraries in GJUESD were transformed into Bright Future Learning Centers, or BFLCs. BFLCs are open daily—both after school and throughout the summer—at every school location to offer safe, caring, and connected learning support and opportunities. These resource- and technology-rich centers became hubs for extended learning opportunities, virtual classes, and student and parent connectivity either at the BFLC or via borrowing technology for use at home.

### **Extended Learning Opportunities and Project-Based Service Learning**

The initiative promoted year-round learning beyond the classroom by offering a wide range of free CCSS- and NGSS-focused after-school activities and clubs, school-based and off-site outdoor service-learning activities, and rich summer learning opportunities. These expanded learning programs operated at every school across the district. After-school activities and summer camps included intentional connections to college and career planning, mathematics and reading, and strengths-development by support staff trained in youth development principles.

Each year, nearly all TK to grade eight students participated in project-based service learning. Students engaged in these service-learning projects in a range of learning spaces, including school-site outdoor nature areas, garden habitats, and the nearby Nature Conservancy preserve.

## **PROJECT AREA 3: SYSTEMS CONTINUOUS IMPROVEMENT**

Efforts related to Project Area 3 focused on applying processes, tools, and measures for continuous improvement and accountability throughout the system with personalized evaluation practices being implemented at every level. Key aspects of the model implemented under this Project Area include student goal-setting and reflection, educator and administrator professional learning.

## Student Goal-Setting and Reflection

Student goal-setting and reflection were a part of weekly, monthly and trimester discussions between educators and students. The PLP was used as a goal-setting tool designed to facilitate frequent reflection and discussion. By capturing and reporting multiple sources of data at frequent intervals, students, as well as their educators and parents, could monitor growth and support students as they set goals for achievement in specific areas.

## Educator and Administrator Personalized Professional Learning

In similar fashion to the students in their classrooms, educators also personalized their own professional growth along a competency-based continuum aligned with a district reflection rubric. Educators set personal learning growth areas and create strategies to meet those focus-area goals. Specifically, twice a year, educators would create a professional growth plan that involves selecting a content or pedagogy focus area, indicating a district strategic plan goal and identifying a need. Based on their professional growth plans, educators took part in personalized learning experiences during the school year. Professional learning opportunities were available to educators via professional learning communities, online resources and courses, and opportunities to attend professional learning conferences. The district used a reflection rubric adapted from the Educator Competencies for Personalized, Learner-Centered Teaching (Jobs for the Future) and the Council of Chief State School Officers. Using observations of practice, peers, administrators, and educators used the rubric to reflect and support each other as they deepened their personalized learning teaching practices. Educators responded to reflective questions from their administrator both mid-year and at the end of the school year. The year-end reflective conferences served as a starting point for the professional learning cycle in the new school year.

## Educator Professional Learning: CCSS, NGSS, and English Language Development

In addition to personalized professional learning, all TK through grade eight educators in the district took part in professional learning related to the intervention. These included intensive training and collaboration focusing on 1) implementing CCSS, and 2) integrating English Language Development (ELD) across the curriculum. The district adopted the Stanford Relationships and Convergences Model to support ELD throughout the district (see Cheuk, 2013). With the support of the Central Valley Foundation and in partnership with researchers at Stanford University, educators received professional development focused on building their capacity to use the PL model to implement CCSS and ELD across the curriculum and to support the district's English learners. The figure shown in Appendix A illustrates the Stanford Relationships and Convergences Model which informs best practices in ELD in diverse student populations.

## IMPLEMENTATION TIMELINE AND LOGIC MODEL

Each key aspect of the PL model was put into place over the first three years of the initiative, from fall 2013 to spring 2016. Appendix B shows a detailed timeline of when key aspects were developed and implemented. Notably, three important implementation milestones were achieved at the end of year two of the project: 1) personalized learning plans became fully functional, 2) the district implemented technological innovations so that students and families had full access to the internet and the district's learning management system at school, after school, and at home, and 3) all educators were trained in, and began using, research-based instructional practices related to ELD. Appendix C shows the logic model illustrating the major activities and projected outcomes for the Galt personalized learning initiative.

By year four of project implementation, the Galt PL model was fully in place throughout the district. In addition, the district was successful in using the model as a basis for the state's required Local Control Accountability Plan, or LCAP. Appendix D shows a representation of the district's 2017-2018 LCAP goals. Titled *Growing and Learning Together*, it illustrates how key aspects of the Galt PL model support efforts toward achieving the district's state LCAP goals.

## The Impact Study

In the final year of the initiative, researchers conducted a rigorous study, using longitudinal extant data, to test the effectiveness of the Galt PL model in improving student achievement in mathematics, reading, and language usage. To assess the impact of the model on student achievement, we posed two research questions:

- Research Question 1: Is there any impact on students' academic achievement over the course of the "building phase" (years 1 to 3 of the initiative) and after one year of full implementation of GJUESD's personalized learning model? If so, what is the magnitude? In addition, is there any impact for disadvantaged groups? In particular, we are interested in exploring the differential impact on the high-poverty (low socioeconomic status, or SES) and English language learner (ELL) subgroups. These primary research questions address the ultimate question, "is the Galt personalized learning model effective?" It was hypothesized that the Galt personalized learning model would enhance students' academic achievement.
- Research Question 2: What is the student growth trajectory during the years of implementation? This question is intended to address the question of "how did the change occur longitudinally?" by tracking students' academic growth from the baseline, along the "building" years in which the implementation was rolled out in phases, and one year after the full implementation at which time the post-intervention outcomes were evaluated.

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# Method

Because the intervention was carried throughout the entire school district, it was impossible to conduct random assignment of conditions (i.e., received the PL model vs. did not receive the PL model). Alternatively, we used a pre-post quasi-experimental design with a matched “business-as-usual” comparison group to evaluate the impact of the intervention. Data included GJUESD students’ performance on the MAP assessments. For the comparison group, we conducted a match via a national database of students’ performance on the MAP assessment.

In our design, we considered fall 2013 as the baseline (prior to any intervention taking place), fall 2013 to spring 2016 (years 1 to 3) as a “building period” as the intervention gradually took hold, and spring 2016 to spring 2017 as the “treated” period with full implementation. Therefore, our primary interest was the change from the baseline to the post-treatment evaluation. We also planned to explore students’ growth trajectories during the building period, because it may reflect any challenges that occurred during the possibly disruptive building phase, and could provide information about the possible effectiveness of particular aspects of the PL model.

## The Intervention Sample

The treatment group included 2,304 students who were enrolled in kindergarten to fifth grade in GJUESD in fall 2013 and participated in the pre-test at the time. We chose this range of grade levels because younger students (e.g., pre-K) did not have valid pre-test scores, and older students (e.g., sixth to eighth graders) would have been moved out of the district before spring 2017 (i.e., not being able to participate in post-testing). Among them, 393 students (17.06%) were excluded because they either left the district during the intervention period, or did not participate in the post-intervention assessment. The analytic sample was balanced by gender (51% females) and majority Hispanic (60%). Most were socioeconomically disadvantaged (64%) and a large percentage were English-language learners (ELL, 25%) at baseline.

## The MAP Suite of Assessments

The MAP assessment suite (NWEA, 2017) was used in this study to evaluate students’ achievement in mathematics, reading, and language usage. MAP is a widely-used interim assessment system designed to measure continuous learning and growth for K-12 students. The test is typically administered three times per academic year—fall, winter, and spring, respectively—to track students’ learning as instruction progresses. Its scale score, referred to as the RIT score, is aligned across the full spectrum of grade levels, and thus allows cross-grade comparison (Thum & Hauser, 2015). The test allows mapping into the CCSS.

In this study, MAP was administered to the treatment group three times per year from fall 2013 to spring 2017, except that the Language Usage assessment was not administered in the school year of 2016-2017.<sup>1</sup> We considered fall 2013 administration as the baseline or pre-test, and the latest available administration (i.e., spring 2017 for mathematics and reading, and spring 2016 for language usage) as the post-test. Nearly all students in the district were tested in all subjects, except kindergartener and first graders, who consisted of 28% of the analytic sample, did not take MAP language usage at the baseline.

## Construction of Virtual Comparison Groups and the Reference Sample

Matching methods are frequently used to reduce bias in causal inference (Stuart, 2010). Post-hoc construction of a matching sample usually serves as an alternative way to obtain a control group when a randomized experiment is not viable. With the availability of large de-identified extant datasets from assessment vendors, new methods of creating viable, low-cost comparison groups are emerging. A “virtual” comparison group can now be created using existing student achievement data and creating matches for each student by producing a group of students that match the treatment sample on key characteristics (Ma & Cronin, 2009). For this study, we used a  $k:1$  nearest neighbor matching algorithm (Rubin, 1973) and relied on NWEA’s national database of MAP test-takers to create such a reference sample, or virtual comparison groups (VCGs; Ma & Cronin, 2009). Specifically, for each student in the treatment group, potential matches were selected to match each treatment student on 1) the grade level, 2) the testing subject, and 3) the baseline RIT score. They were also required to come from a school that had the same urban/rural classification (i.e., locale classification) and a similar eligibility rate of the FRL program as the treatment students’ school. Students from private or charter schools as well as other Race to the Top schools were excluded from the pool of potential matches. We also considered the possibility of including other critical background variables (e.g., student’s ethnicity, SES, or ELL status) as matching variables. Either such information was not readily available in NWEA’s database, or it placed too much restriction and led to an untenably small size for the VCGs. The matching achieved the goal of creating a comparison group that are equivalent to the treatment group on observed pre-intervention variables in the analysis sample. Pane and his colleagues (Pane, Steiner, Baird, Hamilton, & Pane, 2017) used a similar algorithm to create a matched comparison group when investigating the efficacy of personalized learning. Because many schools in the national database were only tested in the spring, to maximize the size of the VCG, we constructed aggregated match data only for spring administration in addition to the baseline. Therefore, the MAP data analyzed in this study involved five time points at the baseline (fall 2013) and in springs 2014-2017.

## The Analysis Plan

Our choice of analytic techniques was based on three considerations. First, observed intra-class correlations below 0.03 suggested that the inter-school variability on MAP scores was almost ignorable compared to student differences within the same school. Therefore, we ignored the student-in-school structure in the analysis. Second, because the matching was only based on a handful of student- and school-level variables, and there may likely be other risk factors that were not matched such as student-level SES and ELL statuses, we considered the two samples as being independent. Lastly, for other individual-level background variables, such as student’s ethnicity and ELL or SES status, the reference sample consisted of aggregated matches therefore it was not feasible to construct meaningful aggregation on such covari-

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<sup>1</sup> The district did not collect MAP language usage data in the 2016-17 school year because other assessments, including SBAC, provided the district with information related to student achievement in language usage.

ates. Instead, we interact them with the missing data indicator, which coincided with the treatment status in our models.

To address Research Question 1, we regressed the treatment status on post-intervention scores, adjusting for covariates including baseline MAP scores. For Research Question 2, we extended the primary model to a mixed effect model, using all waves of spring MAP data as the dependent variable. The model was estimated using the maximum likelihood estimation method. Appendix E provides a more detailed description of data analysis procedures used to address Research Questions 1 and 2.

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## Results

Results of the analyses provide insights into the effectiveness of the Galt PL model. Table 2 shows the baseline equivalence of the MAP pre-intervention scores. At the baseline (fall, 2013), the MAP scores were very balanced across treatment and control groups, suggesting that the matching was successful. In addition, the correlation between the baseline and the outcome MAP scores were 0.83 or higher.

**TABLE 2**  
**Baseline Equivalence of MAP Scores at Baseline**

	Treatment Mean (SD)	Control Mean (SD)	Standardized Mean Difference
Mathematics	180.2 (26.2)	180.3 (26.0)	0.00
Reading	179.1 (25.6)	179.2 (25.4)	0.00
Language Usage	192.0 (19.3)	191.9 (18.9)	0.01

The study's results are reported according to each research question.

- Research Question 1: Is there any impact on students' academic achievement over the course of the building phase and after one year of full implementation of GJUESD's personalized learning model? If so, what is the magnitude?

Table 3 shows the impact of PL model after the building period and one year of full implementation. The impact was positively significant on all three subjects (mathematics, reading, and language usage), all with an effect size greater than 0.10. This suggests that the Galt PL model intervention was effective.<sup>2</sup>

**TABLE 3**

<sup>3</sup> The p-value is the probability of obtaining a result at least as extreme as the one that was actually observed in a study, given that the null hypothesis is true.

<sup>4</sup> Effect size is measured by Hedge's *g*. In statistics, an effect size is a quantitative measure of the strength of a phenomenon.

## Treatment Impact Estimates For One Year After Full Implementation

	Treatment	Control	Estimated	95% Confi-	Effect	P-value	R2		
	n	Adjusted Mean	n	Adjusted Mean	Difference (SE)	dence Interval	Size <sup>a</sup>		
Mathematics	1899	219.39	1893	217.42	1.96 (0.42)	[1.15, 2.78]	0.12	<0.001	0.80
Reading	1878	212.95	1870	211.26	1.69 (0.40)	[0.91, 2.46]	0.12	<0.001	0.75
Language Usage	1345	213.45	1344	212.22	1.22 (0.37)	[0.49, 1.96]	0.10	0.001	0.79

Notes: a. Effect sizes were calculated using Hedge's  $g$ , consistent with the guidance in the What Works Clearinghouse Procedures and Standards Handbook (version 4.0). The mean difference is standardized by the unadjusted student-level pooled standard deviation of post-test scores. The unadjusted student-level standard deviations were 18.38 for the treatment group and 15.06 for the control group in mathematics, 15.86 for the treatment group and 12.81 for the control group in reading, as well as 13.52 for the treatment group and 11.17 for the control group in language usage.

In regard to the impact on the high-poverty and ELL subgroups, results suggest that aspects of the model put into place in year 2 of the building phase may have been particularly effective in addressing the needs of high-poverty and ELL students. For these subgroups there was a dip in scores early in the building period, and then strong student growth occurring in years three and four. The dip in scores in year one make results related to changes from baseline to after the treated period inconclusive for these groups. However, the upward trends in years three and four suggest the PL model, once fully put into place, was effective for these subgroups. The trajectory analysis implemented to address Research Question 2 provides additional information around the effect of the PL model on the high-poverty and ELL populations.

- **Research Question 2: What is the student growth trajectory during the years of implementation?**

Results of the student growth trajectory analysis suggests that after an initial dip in scores in the early building period of the initiative, particularly in mathematics, the treatment group scores in mathematics, reading, and language usage grew continuously and significantly in the remaining years. Table 4 indicates that compared to the comparison group, the performance of the treatment group improved steadily over time. The table shows that for reading and language usage, academic achievement scores grew each year. For mathematics, achievement scores dropped slightly in 2014-15, then grew significantly in 2015-16 and 2016-2017.



TABLE 4

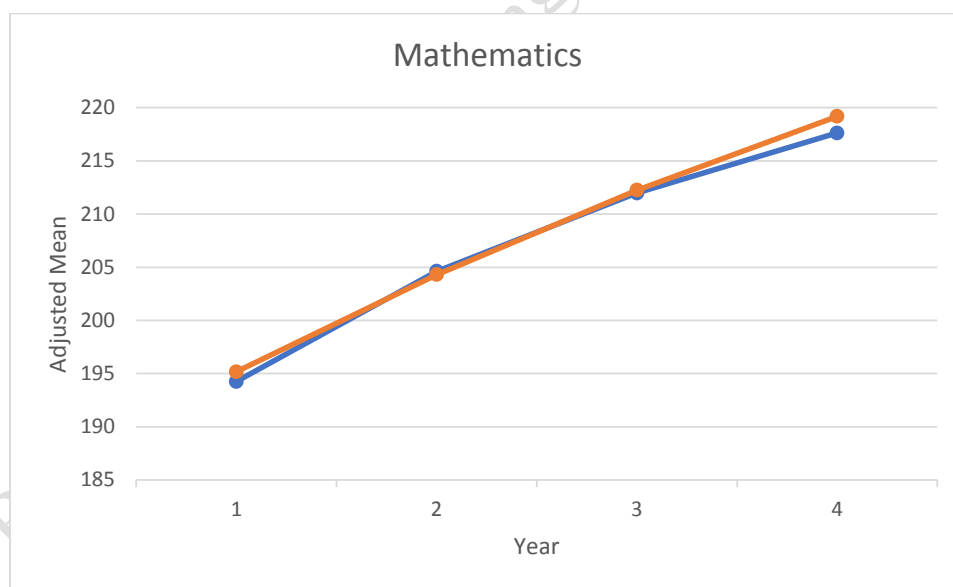
**Contrast of Treatment Group Differences Over Time**

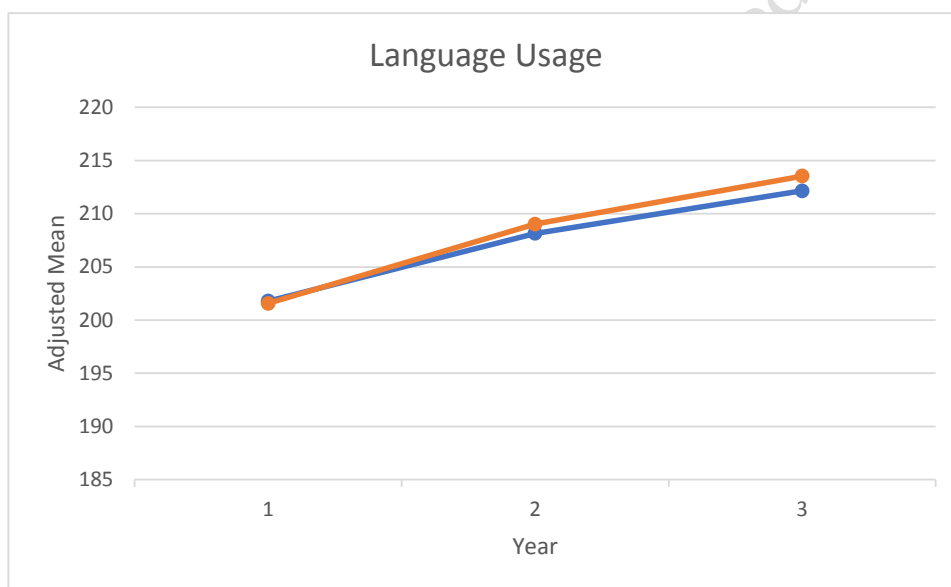
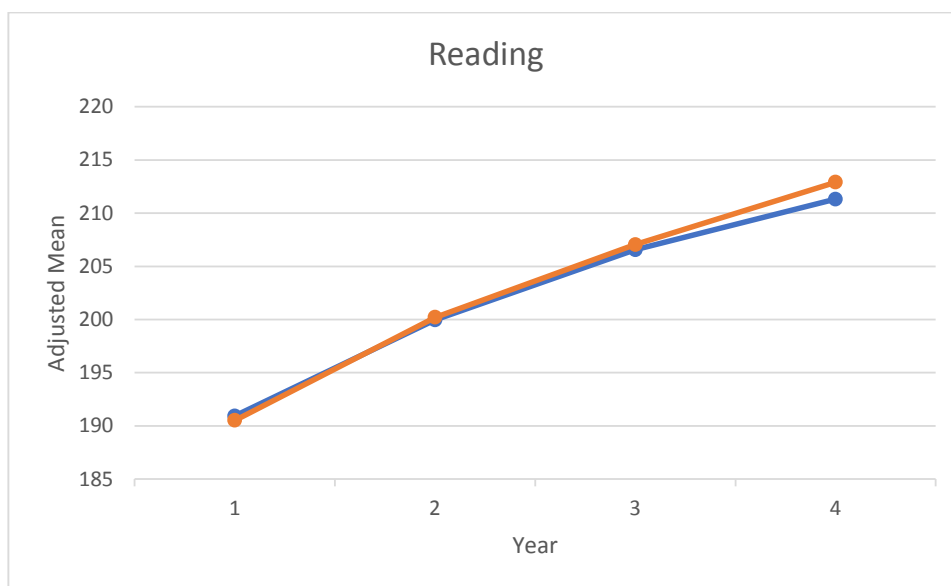
	Mathematics			Reading			Language Use		
	Est.	SE	p.	Est.	SE	p	Est.	SE	p
S15 vs. S14	-1.23	0.23	0.00	0.66	0.24	0.01	1.10	0.24	0.00
S16 vs. S15	0.59	0.23	0.01	0.26	0.24	0.29	0.50	0.24	0.04
S17 vs. S16	1.28	0.23	0.00	1.11	0.24	0.00			

Figure 1 (below) shows the adjusted means for treatment and comparison groups over the four years of the building period and full intervention (years one to four of the intervention) for mathematics, reading, and language usage.

FIGURE 1

**Adjusted Means of Treatment (in red) and Comparison (in blue) Groups Over Years 1-4 of the Intervention for Mathematics, Reading, and Language Usage**

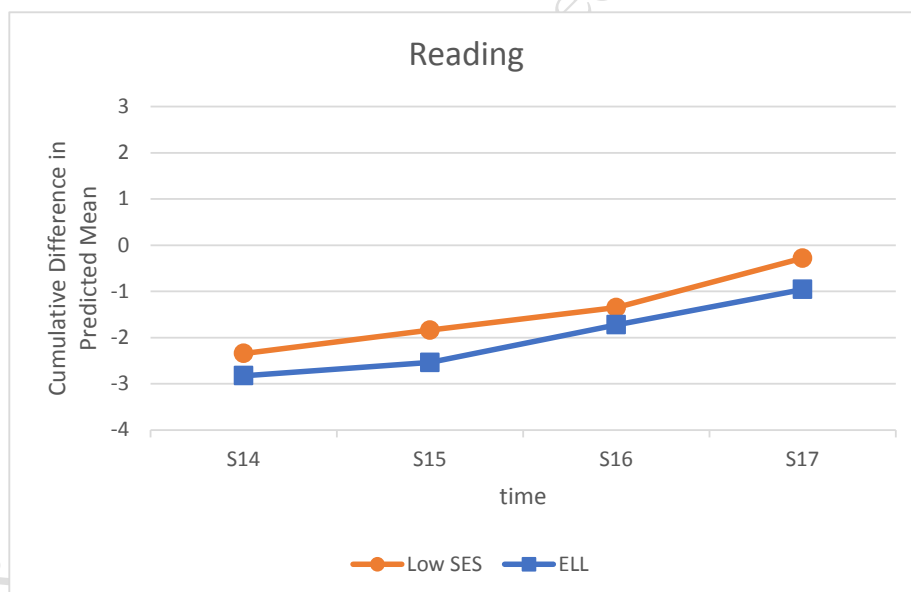
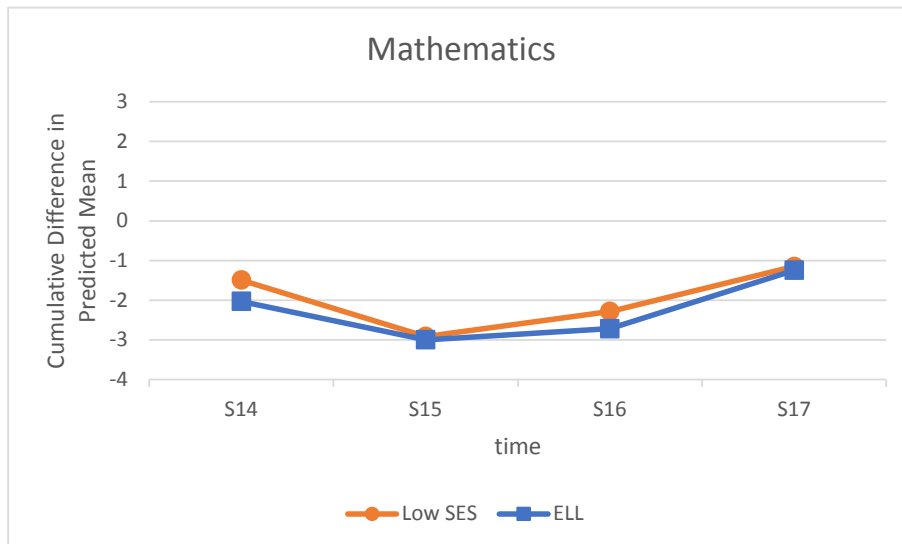


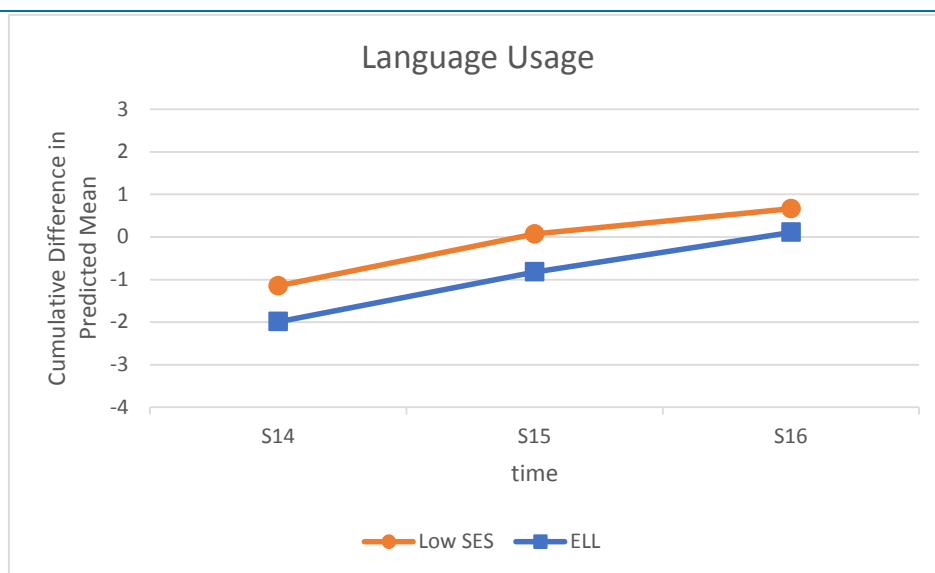


The pattern of growth for the high-poverty and ELL subgroups showed similar trends. However, these groups' upward trend did not begin until the second year of the building phase, when many key aspects of the PL model were put into place, including PLPs fully functional, full internet connectivity at home with access to district digital resources, and ELD implemented across the curriculum. Starting in year three for mathematics, and year two for reading and language usage, these groups showed remarkable gains in achievement scores. Figure 2 shows the estimated treatment group difference in mathematics, reading, and language usage for the high-poverty and ELL subgroups, cumulated along years.

FIGURE 2

Trajectories of Predicted Means For Treatment High-Poverty and ELL Subgroups





## Discussion

Over a five-year period, GJUESD created, implemented, and tested a unique personalized learning model as part of a federal Race to the Top District grant. The Galt model differs from many personalized learning models in that, in addition to including the more typical features of personalized learning such as competency-based progressions, flexible learning environments, personal learning paths, frequently updated student profiles, and frequent informal and formal measurement, the Galt PL model includes a focus on strengths-based learning, which identifies and builds upon students' strengths, interests and aspirations to inform student goal-setting and learning experiences. In addition, the Galt model includes strengths-based personalized learning for educators and district staff.

The effectiveness of the Galt model was tested in an impact study that took place during the final year of the Race to the Top District initiative. The study employed a rigorous research design that involved analysis of longitudinal student achievement data from GJUESD students, along with corresponding data from a matched virtual comparison group. The study measured the effect of the Galt model on student achievement in the areas of mathematics, reading, and language usage. In addition, the study explored the model's effect on students from high-poverty families and English language learners.

Findings from the study suggest that the Galt strengths-based personalized learning model is effective in supporting student learning in diverse populations in the important academic areas of mathematics, read-

ing, and language usage. Statistical analyses showed that over the period of the intervention, including the building period in years one to three, and in year four, when all aspects of the model were in place, student achievement grew significantly. Statistically speaking, students in GJUESD outpaced their matched student counterparts (who did not experience the intervention) in academic growth by over ten percent in each content area. Findings for subgroup analyses also look promising for the model. After gaining full access to the model in year three of the initiative, when key features were implemented (namely, PLPs, curriculum-wide English Language Development support and home access to the internet and the GJUESD learning platforms and management system), the trajectories for students in the high-poverty and ELL subgroups turned markedly upward in all content areas, suggesting that the fully implemented model supports achievement for these subgroups.

The matching method (i.e., virtual comparison groups) used in this study is new and innovative. However, it is yet to be determined to what extent it is comparable to, or different from, popular methods such as propensity score matching. A natural next step is to construct different “reference” samples based on alternative matching methods, and conduct a sensitivity analysis to examine the robustness of the findings.

The results of the current study are notable for several reasons. Millions of dollars are spent each year to develop interventions and strategies that will promote student learning in diverse student populations. In most cases, these efforts are not successful in significantly improving outcomes for students. The current study suggests that a personalized learning model can support student achievement in diverse and historically underperforming populations. Many successful interventions focus on one particular subject area. The finding that growth occurred across all three academic domains suggests that something powerful may be occurring at the student level of interaction that affects the way students approach the curriculum. In addition, the district’s innovative methods for addressing non-academic aspects of learning may be contributing to students’ motivation and engagement in learning. The model’s focus on attending and responding to students’ strengths, specific attention to the need for ELD, and intentional use of student goal-setting may have each contributed to the students’ access and response to curricula. The results suggest that further study is warranted to explore the key mechanisms in the model, and how they contribute to academic achievement in diverse and historically underperforming populations.

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## Conclusion

The current study contributes to the growing literature in the field of personalized learning by contributing evidence related to a successful personalized learning model. The study describes an innovative personalized learning model that builds on past models, which focused on individualized digital learning along with competency-based progressions, flexible learning environments, personal learning paths, and frequently updated student profiles. The successful Galt model builds on these earlier versions of personalized learning to include strengths-based learning fea-

turs that may contribute to students' motivation, engagement, and ability to access and persevere in the curriculum. The study also builds on the growing practice of using VCGs to study educational interventions (see Pane et al., 2017). VCG designs can be relatively low-cost and allow for rigorous studies of educational interventions when randomization is not practical or possible. Overall, the findings of the current study will be valuable to educators, researchers, and policymakers.

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## Appendixes

### APPENDIX A

### The Stanford Relationships and Convergences Model

## Relationships and Convergences

Found in:  
 1. CCSS for Mathematics (practices)  
 2a. CCSS for ELA & Literacy (student capacity)  
 2b. ELPD Framework (ELA "practices")  
 3. NGSS (science and engineering practices)

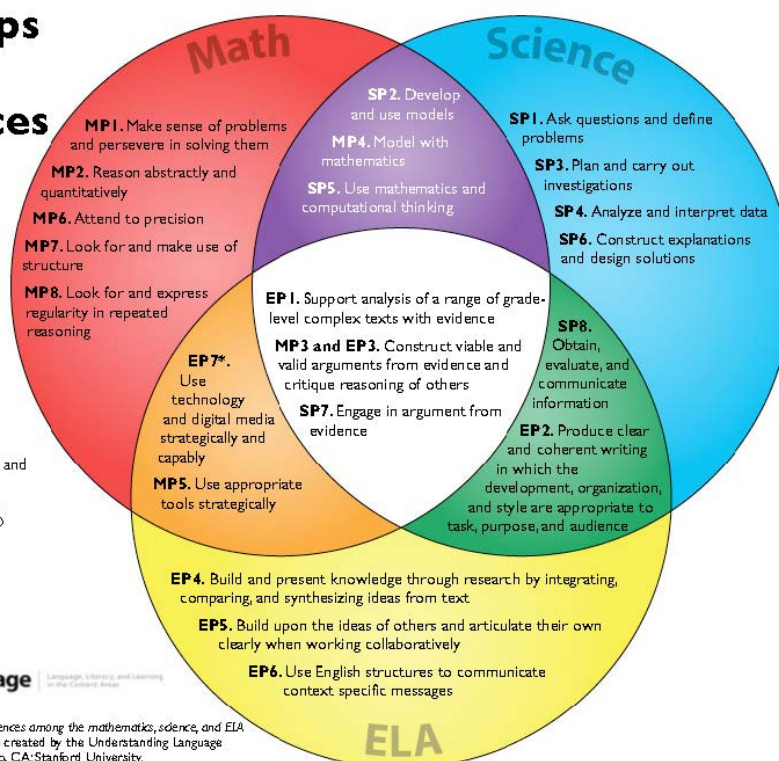
#### Notes:

1. MP1–MP8 represent CCSS Mathematical Practices (p. 6–8).
2. SP1–SP8 represent NGSS Science and Engineering Practices.
3. EP1–EP6 represent CCSS for ELA "Practices" as defined by the ELPD Framework (p. 11).
4. EP7\* represents CCSS for ELA student "capacity" (p. 7).

**Stanford**  
UNIVERSITY  
 EDUCATION

**Understanding Language** Language, Literacy, and Learning in the Content Areas

Suggested citation:  
 Cheuk, T. (2013). Relationships and convergences among the mathematics, science, and ELA practices. Refined version of diagram created by the Understanding Language Initiative for ELP Standards. Palo Alto, CA: Stanford University.



## Appendix B

TABLE 1

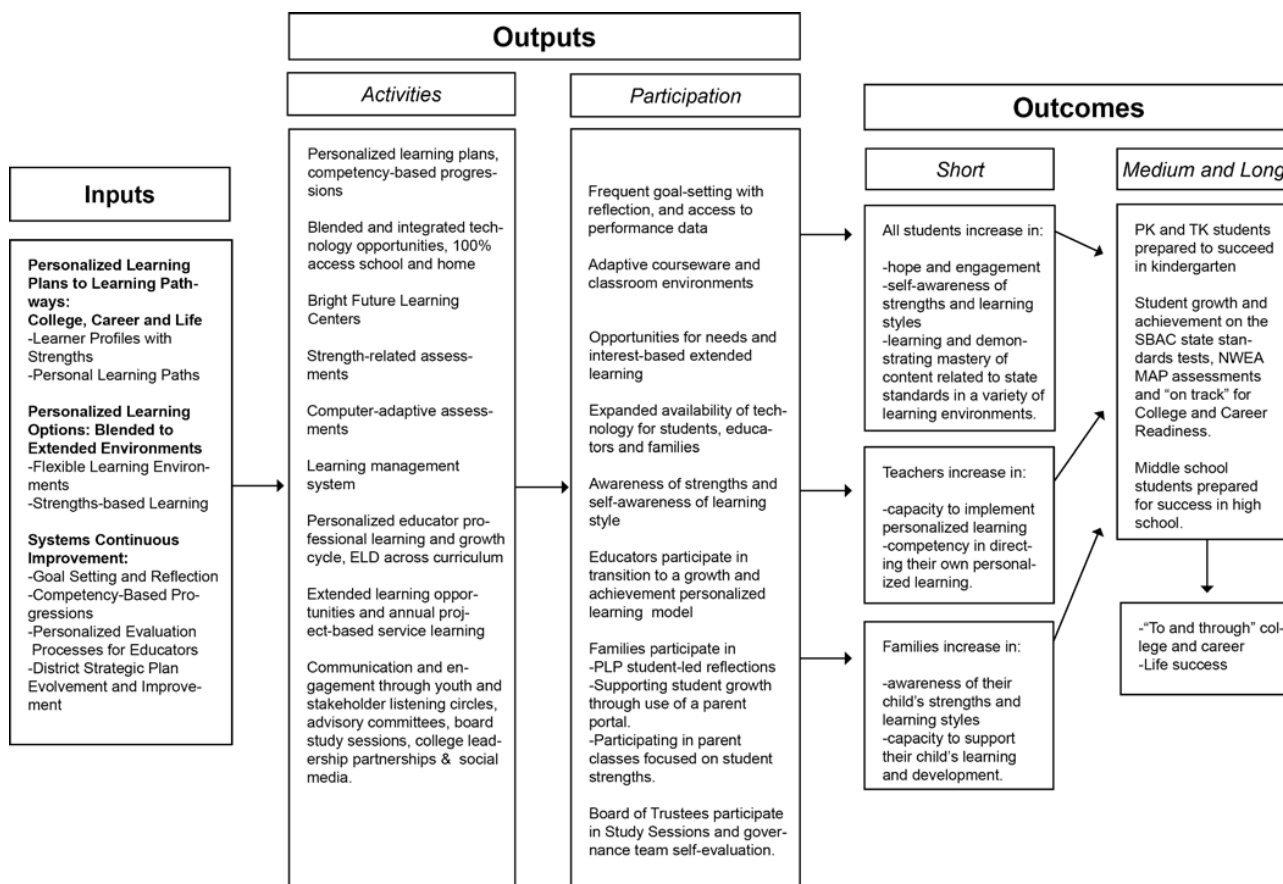
**Timetable Showing Development and Implementation of Key Aspects of the Initiative**

Year	Key Aspect
Year 1	<ul style="list-style-type: none"> <li>• All GJUESD employees take StrengthsQuest Assessment identifying top five strengths or talents</li> <li>• All GJUESD educators receive a laptop</li> <li>• Early PLP created, tested, and used in TK-3</li> <li>• Strengths assessment and Student Poll implemented</li> <li>• First wave of technology implementation in schools and BFLCs</li> <li>• First learning platforms put into place in some classrooms and BFLCs</li> <li>• Early after-school programming begins at schools</li> <li>• CCSS educator professional development</li> <li>• Project-based service-learning implemented in classrooms and after-school</li> </ul>
Year 2	<ul style="list-style-type: none"> <li>• First version of the PLP is fully functional for students TK-8 with ELD goalsetting</li> <li>• Technology and learning platform expansion begins to provide connectivity to all students at school, BFLCs, and home environments</li> <li>• After-school programming begins at schools</li> <li>• Preschool home visitations</li> <li>• CCSS professional development</li> <li>• Intensive ELD professional development and practice of the Stanford Relationships and Convergences Model (Cheuk, 2013)<sup>1</sup> across the curriculum begins</li> <li>• Learning management system gains functionality</li> </ul>
Year 3	<ul style="list-style-type: none"> <li>• Technology and learning platform expansion provides connectivity to all students at school, BFLCs, and home environments</li> <li>• Intensive ELD professional development and practice across the curriculum fully implemented across district</li> <li>• Educator personalized learning including goal-setting, planning, classroom visits and reflection with administrator, peer observation, and rubric reflection</li> <li>• CCSSO teaching standards for personalization</li> <li>• Personalized after-school and summer programming fully functional</li> <li>• Assessments and professional development for strengths-based learning</li> <li>• Learning management system fully functional</li> <li>• GJUESD Facilities Master Plan adopted by board aligning with personalization</li> </ul>
Year 4	<ul style="list-style-type: none"> <li>• Full Implementation of all aspects of the project</li> </ul>

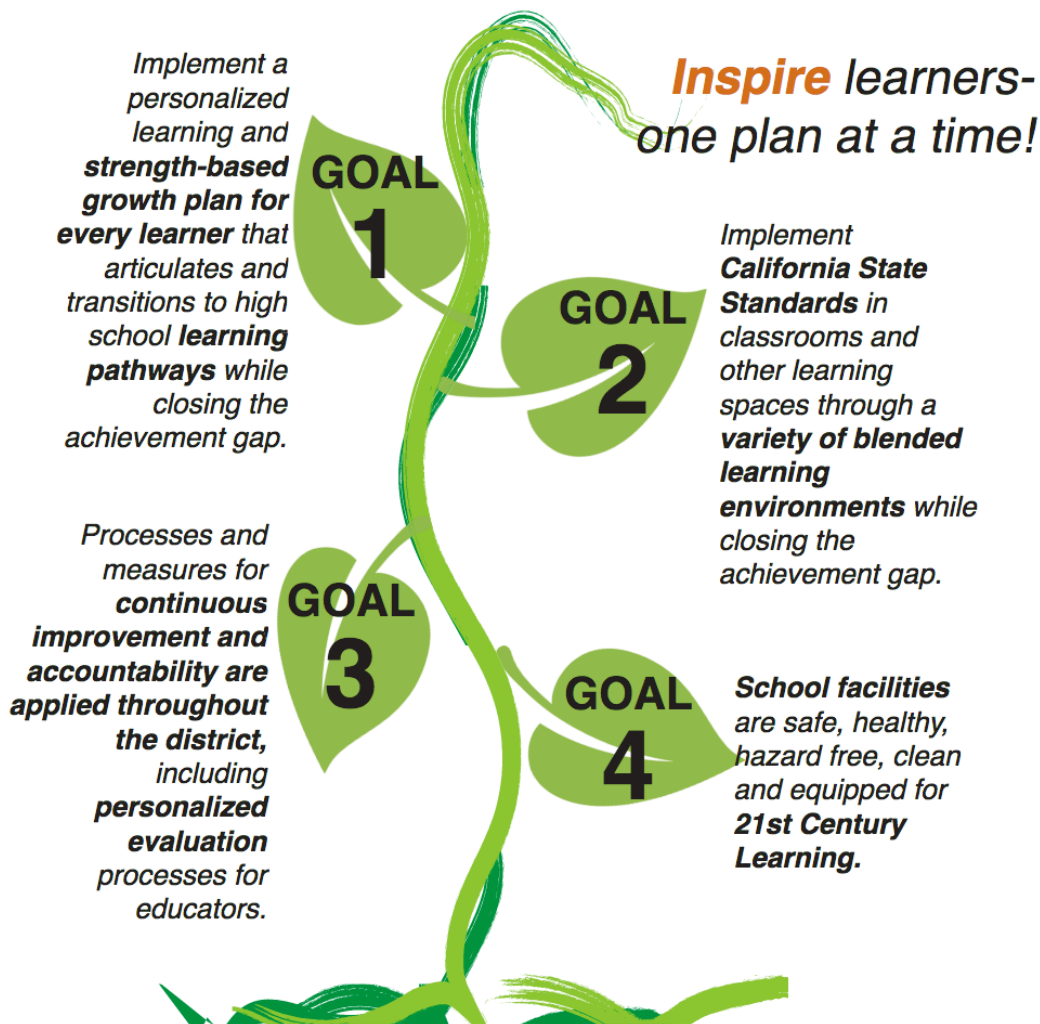
APPENDIX C

**The Logic Model Illustrating the Major Activities and Projected Outcomes for the Galt Personalized Learning Initiative**





APPENDIX D  
The Galt Growing and Learning Together Model



*With a sustained vision of Growing And Learning Together, learner strengths, needs, interests and aspirations are acted upon to maximize personalized growth and achievement. The GJUESD Bright Future LCAP describes intentional, research-based efforts to prepare learners for college, career and life success. The school district recognizes capacity building, collaboration and continuous improvement as fundamental elements of educational improvement, with additional attention to curriculum coherence and the power of language.*

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## Appendix E. Detailed Description of Data Analysis Procedures Used to Address Research Questions 1 and 2

To address Research Question 1, we regressed the treatment status on post-intervention scores, adjusting for covariates including baseline MAP scores. We used the Benjamini-Hochberg (1995) to adjust for inflation in Type I error rate in multiple comparison, due to multiple testing subjects. In addition, we split the sample by SES or ELL status, and conducted the subgroup analysis. For individual-level background variables such as SES or ELL status, because the reference sample consisted of aggregated matches, it was not feasible to construct meaningful aggregation on such covariates. In other words, the entire reference sample were missing on these background variables, and consequently, popular missing data treatment that assumes “missing at random” was not applicable. We considered two solutions: (a) conduct the analysis without such covariates (referred to as Model 0), and (b) interact these variables with the treatment indicator, which was also the missingness indicator (referred to as Model 1). Though we could not assess the degree of imbalance in our samples, the typical test-taking population of MAP was different from the composition of the treatment group. In general, GJUESD has a higher population of disadvantaged and ELL students compared to the national population of students who take MAP assessments. Leaving out the individual-level background variables may not only underpower the study (i.e., less likely to detect any meaningful treatment effect), but also potentially downward-bias the impact estimates (i.e., result in smaller or more negative effect than the true impact). Model 1 on the other hand, took into account the role of the missing predictors as if they were moderators since in our study the missing data indicator coincided with the treatment indicator. Therefore, we opted to use Model 1, in which the treatment status interacts with the student-level demographic variables for our analyses, and to examine growth trajectories to explain how the intervention affected students as it took hold over time.

For Research Question 2, we extended the primary model to a mixed effect model, using all waves of spring MAP data as the dependent variable. “Time” was factored into the model in two ways: (a) as a fixed effect that implied growth along the project period, and (b) to interact with the treatment status, which quantified the group difference at each time point. The model also included a random effect at the student level to account for the inter-individual differences. To appropriately account for the intra-personal dependency, we specified the residual to follow a lag-1 autocorrelation, which was allowed to differ across treatment groups. The model was estimated using the maximum likelihood estimation method.

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# California Association of School Psychologists (CASP) Convention 2018

## **W-39: Stengths-based Education: The MTSS Model Match Workshop**

This workshop describes the evolvment of a strengths-based personalized learning and MTSS model developed by the Galt Joint Union Elementary School District. Session participants will each receive the GALLUP publication, Strengths-based Leadership, with a unique access code for assessing top five strengths. The workshop includes planning time with GJUESD staff to consider local implementation steps.

**CASP Members: \$93.00**

**Non-Members: \$123.00**

Strand: D, Topic: 1, Level I



**Dr. Karen Schauer** serves as superintendent for Galt Joint Union Elementary School District. Through capacity building, teamwork and partnerships, she leads strengths-based education efforts. In 2012, GJUESD was selected as one of sixteen United States districts for a Race To The Top grant with 2018 California Exemplary District recognition. Dr. Schauer is the Convention Keynote Speaker.



**Kuljeet Nijjar** serves as assistant principal at Marengo Ranch Elementary. Nijjar joined Galt Joint Union Elementary School District as a school psychologist from 2002-2010 at which time she transitioned to program specialist. Previously, she served two years with the Vacaville Unified School District as Special Education Coordinator.



**Jennifer Collier** serves as extended learning supervisor for Galt Joint Union Elementary School District. Collier supports implementation of the Galt Bright Futures initiative to support every learner's strengths and individual learning needs. She is a GALLUP Certified Strengths Coach and Youth Development Institute Trainer.



**Lois Yount** serves as principal on special assignment for Galt Joint Union Elementary School District. Previously, she served as teacher, assistant principal and principal. Yount believes in the power of professional learning and meaningful evaluation. She holds a Master of Science in Law from McGeorge Law School.

# California Association of School Psychologists (CASP) Convention 2018

## General Session

Just Imagine...Strengths-based Education: A School District's Journey  
Superintendent Dr. Karen Schauer, Galt Joint Union Elementary School District, will bring the audience through the journey of developing a Multi-Tiered System of Supports that concentrates on the individual needs of each student in the small, rural, Northern California school district. A frequent presenter on personalized learning, Dr. Schauer was selected as a panel member for the 2016 U.S. Department and White House Domestic Policy Council Discussion on Innovations in Personalized Learning; as a 2016 California Educational Research Association (CERA) Panel Presenter; a presenter for the 2016 Next Generation Science Standards Symposium for Administrators and was invited as Education Secretary Arne Duncan's Guest for a "Conversation at Commonwealth Club," in San Francisco, in 2015. Just prior to Dr. Schauer's presentation, CASP President Dr. Brian Leung will give his presidential address.



**Dr. Karen Schauer** serves as superintendent for Galt Joint Union Elementary School District. Through capacity building, teamwork and partnerships, she leads strengths-based education efforts. In 2012, GJUESD was selected as one of sixteen United States districts for a Race To The Top grant with 2018 California Exemplary District recognition



**Brian Leung, PhD.**, CASP's 2018-2019 President, is a professor and coordinator of the graduate program in school psychology at Loyola Marymount University, Los Angeles. He has held several offices on the CASP Board of Directors and has received the Sandra Goff Award, which recognizes contributions to the association and to the profession.





## **California School Boards Association (CSBA) Annual Education Conference (AEC)**

**Title: Growing and Learning Together: A Personalized Journey**

**Type:**

Workshop

**Description:**

How did Galt Joint Union ESD move from a student-centered proficiency model to a learner-centered growth and achievement system? This cultural shift made profound changes to district, school and classroom practices to support every student's strengths and individual learning needs. A rigorous study by WestEd showed significant gains in student achievement in English language arts and math. The panel will present the key aspects of the initiative, the impact study and lessons learned.

**Room/Time:**

Friday, November 30, 2018; 8:30 AM - 9:45 AM At the Moscone West In Room 2005

**Presenters:**

Karen Schauer - Superintendent, Galt Joint Union ESD

Lois Yount - Director of Business Services/CBO, Galt Joint Union ESD

Betsy McCarthy - Senior Research Associate, WestEd

John Gordon - Board Member, Galt Joint Union ESD





## **LCAP GOAL 4**

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

### **1. Equity and School Capacity Update**

*Presenter: Karen Schauer, Superintendent*

At the July 2018 regular board meeting, the superintendent presented an overview of four options for “west side” neighborhood school capacity based upon four options. Given 1) demographics trends and projections, 2) boundary considerations coupled with Eastview future growth and 3) Measure K facilities modernization timelines, feedback began through district LCAP committees last winter and spring. By November 2018, decisions need to be made regarding west side grade spans with possible programmatic focus areas (examples: dual language, STEAM) at west side schools so that architects can finalize plans. Pending final decisions, implementation would be projected to begin in 2020-21 or 2021-22.

Since the July board meeting, 1) a detailed grade span feasibility analysis by grade level has been completed for the four options matrixed in July based upon projected boundaries the district is currently implementing in the first phase and 2) feasibility findings based upon school capacity. Each option is feasible based on school capacity with potential savings in staffing.

Parent surveys were administered during August 2018 Back To School Nights at Valley Oaks and Greer Elementary School. The survey was further adapted and administered for all GJUESD parents and staff to complete on-line or by paper copies. The survey completion period ended on Tuesday, September 18th. Survey results will be posted on the GJUESD website.

Four hundred ninety-seven parents and two hundred thirty-one employees completed the survey with additional paper copies currently being turned into the district office from schools.

Next steps include:

1. Sharing information and receiving input from the District Advisory Committee and District English Learner Advisory Committee on October 2, 2018.
2. Conducting a Study Session on October 9, 2018 at 6:00 p.m. to examine survey input, committees input and options.

### **2. Measure K Project Update**

*Presenter: Lois Yount, Business Director*



## Galt Joint Union Elementary School District

### Measure K Upcoming & In Progress Bond Projects 2018-2019 School Year Summer 2019

School Site/Location	Projects	Architect/Contractor	Additional Comments	Estimated Timelines
<b>Valley Oaks Elementary</b>	Fencing	Howard Fencing		Fall 2018
	<b>Modernization of Multi-Purpose Building:</b> Complete Remodel of Kitchen, Roof, Flooring, HVAC System, Lighting Interior & Exterior, Doors, Restrooms, Interior & Exterior Painting, Fire Sprinklers, Storage Room, Gutters & Soffits	Derivi Castellanos Architects (DCA), F & H Construction	Planning on using the multi-purpose room by Dec 10.	Sept – Jan

School Site/Location	Projects	Architect/Contractor	Additional Comments	Estimated Timelines
River Oaks Elementary	Water Pump Replacement	PBK/Wagner Mechanical Inc.		Oct 2018
	Fire and Intrusion System	PBK/Vanden Bos Electric, Inc (pending Board approval)		Oct – Dec 2018
	Exterior Painting, Roofing, HVAC Systems, Dry Rot Repair	PBK		Summer 2019

School Site/Location	Projects	Architect/Contractor	Additional Comments	Estimated Timelines
Marengo Ranch Elementary	Replace Brick Veneer, Bathroom Modifications, Fire and Intrusion System, Roof, Exterior Painting, HVAC Systems	PBK	LLB proposals due Oct 1.	Nov – Aug 2019

School Site/Location	Projects	Architect/Contractor	Additional Comments	Estimated Timelines
Greer Elementary	<b>Permanent Classroom Modernization:</b> Restrooms, Flooring, Sinks, Plumbing, Wall Coverings, Electrical Finishes	Derivi Castellanos Architects (DCA), F & H Construction		Summer 2019



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
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### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item:</b> 171.928 Consent Calendar
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>
<p>a. Approval of the Agenda</p> <p>b. Minutes: August 22, 2018 Regular Board Meeting</p> <p>c. Payment of Warrants: <u>Vendor Warrant Numbers:</u> 19419477-19419534, 19420683-19420770, 19422057-19422061, 19423050-19423143, 19423704-19423705, 19424452-19424545, 19425199 <u>Certificated/Classified Payrolls Dated:</u> 8/31/18, 9/10/18, 9/14/18</p> <p>d. Personnel</p> <ol style="list-style-type: none"><li>1. Resignations/Retirement</li><li>2. Leave of Absence Requests</li><li>3. New Hires</li></ol> <p>e. Donations</p> <p>f. 2018-19 School Fundraisers</p> <p>g. Next Generation Science Standards (NGSS) Out of State Conference Attendance for the following teachers:</p> <ol style="list-style-type: none"><li>1) Barbara Woods</li><li>2) Lisa Hegdahl</li><li>3) Nina McGroarty</li></ol>	

# Galt Joint Union Elementary School District Board of Education

*“Building a Bright Future for All Learners”*

## Regular Board Meeting

Board of Education  
Galt Joint Union Elementary School District

Wednesday, August 22, 2018

Galt City Hall Chambers  
380 Civic Drive, Galt, CA 95632

## Board Members Present

John Gordon  
Grace Malson  
Matthew Felix  
Wesley Cagle

Karen Schauer  
Lois Yount  
Kuljeet Nijjar  
Laura Márquez  
Donna Gill

## Administrators Present

Claudia Del Toro-Anguiano  
Donna Mayo-Whitlock  
Laura Papineau  
Julie Grandinetti  
Stephanie Simonich

# MINUTES

- A.** Present for closed session: Karen Schauer, Claudia Del Toro-Anguiano, Lois Yount, Donna Mayo-Whitlock, John Gordon, Grace Malson, Matthew Felix, Wesley Cagle

**Closed Session** was called to order at 6:00 pm by John Gordon.

1. STUDENT MATTER, Education Code §35146, 48918(c),
  - Expulsion Re-admit Case #17/18-02
2. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: Karen Schauer, Lois Yount, Donna Mayo-Whitlock, Claudia Del Toro-Anguiano
  - Employee Agency: (GEFA) Galt Elementary Faculty Association
  - Employee Agency: (CSEA) California School Employee Association
  - Unrepresented Employees
3. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE, Government Code §54957
4. CONFERENCE WITH LABOR NEGOTIATOR, Government Code §54957.6  
Agency Negotiator: John Gordon
  - Superintendent

- C.** **6:42 pm** Karen Schauer, Claudia Del Toro-Anguiano, Donna Mayo-Whitlock and Lois Yount exited closed session.

**7:09 pm** Karen Schauer re-entered closed session.

**Closed Session Adourned** at 7:14 pm. The open meeting was called to order at 7:17 pm by John Gordon followed by the flag salute. He announced no action taken in closed session.

**D. Public Comments** for topics not on the agenda

1. Barbara Payne and Susan Richardson addressed the Board regarding Galt Community of Character Coalition efforts to promote character building as part of the daily life of district schools.

**E. Reports**

LCAP GOAL 3

*Processes and measures for continuous improvement and accountability are applied throughout the district, including personalized evaluation processes for educators.*

1. Karen Schauer reported on 2018-19: A New School Year Begins. She indicated it was a big week in the school district. A number of Back To School Nights were held to inform staff and parents about programs and opportunities to maximize learning for children.

Dr. Schauer stated the school year started with a district-wide staff meeting on August 13, 2018. The meeting involved teamwork with the Galt Police Department (GPD) to discuss safety measures and coordination efforts between GJUESD and GPD. Tod Sockman, Police Chief and Brian Kowlanowski, Lieutenant were present to address staff. The meeting was followed with a letter to parents outlining: 1) GJUESD and GPD efforts to strengthen school safety 2) lockdown practice safety drills and 3) unsafe student comments and reporting possible dangerous threats.

Dr. Schauer shared the following quote:

“School Safety is everyone’s responsibility... Students in safe school climates feel empowered to share concerns with adults, without feeling ashamed or facing the stigma of being labeled a snitch.” -U.S. Dept. of Homeland Security, United States Secret Service, National Threat Center, July 2018

The meeting also covered GJUESD accomplishments and challenges. Dr. Schauer indicated challenges include slow enrollment growth and rising retirement costs. Due to enrollment trends and future Eastview development, the district is considering school boundary changes to address school capacity and equity with a program focus in coordination with Measure K facilities improvements. A special board study session will be scheduled in September to consider options.

LCAP GOAL 4

*School facilities are safe, healthy, hazard free, clean and equipped for 21<sup>st</sup> century learning.*

1. Lois Yount provided a Measure K Update and Citizens Bond Oversight Committee Update. She indicated that GJUESD has received California Department of Education (CDE) project approval for Marengo Ranch and Valley Oaks Elementary. The district is anticipating approval for Greer Elementary in the next week. The approval brings the district one-step closer to applying for proposition 51 funding to help fund projects.

Ms. Yount reported that the roof and Heating, Ventilation, and Air Conditioning (HVAC) replacement at Valley Oaks Elementary is complete. She indicated the project by F&H Construction was finished on time and with great satisfaction. Additionally, GJUESD received Derivi Castellanos Architects (DCA) approval to start work on the kitchen and multi-purpose room modernization at Valley Oaks.

Ms. Yount stated the district is currently in the bidding process for alarm and intrusion upgrades at River Oaks Elementary. The painting project and roof replacement at River Oaks has been moved to summer 2019 to reduce costs and limit the number of students and staff on campus.

John Gordon suggested a tour of Valley Oaks Elementary after the multi-purpose and kitchen modernization is complete.

2. Karen Schauer reported on Equity and School Capacity: Next Steps. She indicated that in December 2017 the district worked to address boundary changes due to enrollment trends. Additionally, given the eastview development and student attendance trends, the district needs to review current school facilities capacity due to modernization efforts. Dr. Schauer shared that the district will be working with Ken Reynolds from SchoolWorks and collecting feedback from parents at Back To School Nights to consider equity and school capacity. Next steps include a district-wide survey and board study session.

Lois Yount stated that architects involved in modernization efforts need to consider facilities changes by November 2018.

John Gordon requested that the district consider developing a web page for the community with information regarding why the district is considering grade span changes. Example, the Career Technical Education (CTE) planning grant and a dual immersion program are two reasons the district would consider grade span changes.

#### OTHER

1. Karen Schauer reported on Collective Board of Trustees Candidates Meeting. She indicated, given the November election, candidates could participate in an informational meeting hosted by Galt High School District and GJUESD. The session will be facilitated by Dave Gordon, Sacramento County Office of Education Superintendent and will be held August 30, 2018 at Liberty Ranch High School.

Dr. Schauer announced that GJUESD had 3 open positions for Board of Trustees and received 3 applications for the positions. Therefore, the three candidates, Wesley Cagle, Grace Malson and Tom Silva, will be appointed in lieu of an election at the December board meeting.

2. Karen Schauer reported on the Galt Balloon Festival. She indicated the festival provided an opportunity for inter-generational learning. The district had a booth set up to share the work that happens across GJUESD schools. Dr. Schauer acknowledged GJUESD Transportation department and Kevin Sellstrom for supporting the event.
3. Karen Schauer reported on Backpack and School Supplies Donation: Jim Cooper, Assemblymember and John Gordon, GJUESD Board President. She indicated this partnership opportunity provided backpacks to students in the After School Education and Safety (ASES) program at Greer Elementary.

Dr. Schauer acknowledged Stephanie Simonich, Greer Principal, and Janet Munoz, ASES Coordinator, for helping to coordinate this event.

Stephanie Simonich shared students, staff and parents were extremely grateful for this act of generosity.

#### **F. Routine Matters/New Business**

- 171.918 A motion was made by Grace Malson to approve the Consent Calendar, seconded by Matthew Felix and unanimously carried.

**Consent  
Calendar**

- a. Agenda
  - b. Minutes: July 25, 2018 Regular Board Meeting
  - c. Payment of Warrants:  
Vendor Warrant Numbers: 19415286-19415339, 19416466-19416515,  
19417517-19417560  
Certificated/Classified Payrolls Dated: 7/31/18, 8/10/18, 8/13/18
  - d. Personnel
    - 1. Resignations/Retirement
    - 2. Leave of Absence Requests
    - 3. New Hires
  - e. Food Services Out of State Conference Attendance: Nick Svoboda
  - f. Transportation Instructor Contract
  - g. After School Education and Safety Agreement
  - h. Lodi Children’s Therapy Master Contract
  - i. Bizzi Bodies Children’s Therapy Master Contract
  - j. Learning Solutions Kids, Inc. Master Contract
- |         |   |  |
|---------|---|--|
| 171.919 | Consent Calendar (Continued) – Items Removed for Later Consideration  | <b>CC<br/>Items Removed</b>                      |
| 171.920 | A motion was made by Wesley Cagle to approve the recommendation regarding Student Expulsion Re-admit Case #17/18-02, seconded by John Gordon and unanimously carried.   | <b>Student Matter</b>                            |
| 171.921 | Lois Yount reported on the 2017-18 Unaudited Actuals and 2018-19 Budget Revisions. She highlighted the substantial changes from the May Revise to the Governor’s adopted budget in June. The board asked clarifying questions related to enrollment and special education funding.<br><br>A motion was made by Grace Malson, seconded by Matthew Felix and unanimously carried. | <b>Unaudited<br/>Actuals Budget<br/>Revision</b> |
| 171.922 | A motion was made by John Gordon to approve Resolution #1 GANN Limit, seconded by Wesley Cagle and unanimously carried.   | <b>GANN Limit</b>                                |
| 171.923 | A motion was made by Matthew Felix to approve Re-Certification Work at Vernon E. Greer Elementary School, seconded by Grace Malson. The motion passed by a vote of 3 Ayes by John Gordon, Grace Malson and Matthew Felix. Wesley Cagle abstained.   | <b>GE Re-Cert<br/>Work</b>                       |



- |         |  |                                      |
|---------|--|--------------------------------------|
| 171.924 | A motion was made by Grace Malson to approve Resolution #2: Accepting Final Completion of Contract for the Valley Oaks Elementary School HVAC and Roof Replacement Modernization Project, seconded by Matthew Felix. The motion passed by a vote of 3 Ayes by John Gordon, Grace Malson and Matthew Felix. Wesley Cagle abstained. | Res #2<br>VO HVAC/Roof<br>Completion |
| 171.925 | A motion was made by John Gordon to approve Williams & Associates, LLC for State School Facility Program Services, seconded by Wesley Cagle and unanimously carried.   | Williams &<br>Assoc                  |
| 171.926 | A motion was made by Matthew Felix to nominate John Gordon to California Schools Board Association (CSBA) Director at Large-Hispanic, seconded by Grace Malson and unanimously carried.  | CSBA<br>Nominations                  |
| 171.927 | A motion was made by Wesley Cagle to approve Declaration of Need for Fully Qualified Educators, seconded by Grace Malson and unanimously carried.  | Declaration of<br>Need               |

**G. Pending Agenda Items**

1. School Furniture Analysis and Pilot Programs
2. Farm To Futures Center

**H. Public Comments** for topics not on the agenda

*Public comment should be limited to three minutes or less pending Board President approval.*

**I. Meeting adjourned at 8:30 pm**



## CONSENT CALENDAR

### Human Resources

Recommend approval of the following:

#### Resignations/Retirements

Name	Position	Effective Date	Site
Angela Birdsong	Teacher, Special Ed	9/7/2018	River Oaks
Courtney Carillo	PE Teacher	8/31/2018	Valley Oaks
Jessica Cheatam	Yard Supervisor	9/7/2018	Valley Oaks
Omar Mincey	Yard Supervisor	8/30/2018	McCaffrey
Jamie Parker	Yard Supervisor	8/17/2018	River Oaks
Kristal Waine	Yard Supervisor	8/16/2018	River Oaks
Makayla Wills	Yard Supervisor	9/5/2018	Greer

#### Leave of Absence Requests

Name	Position	Effective Date	Site
Hillary Hyske	Teacher	11/26/2018 – 4/22/2018	Fairsite

#### New Hires

Name	Position	Site
Katherine Bodie	Substitute Teacher	N/A
Elva Burland	Classified Substitute	N/A
Alissa Carslile	Classified Substitute	N/A
Erika Carslile	Classified Substitute	N/A
Kendall Cartmell	Classified Substitute	N/A
Lynsey Chavez	Yard Supervisor	Greer
Sherry Dieckman-Ziegler	Substitute Teacher	N/A
Jodie Dixon	Classified Substitute	N/A
Marina Ferrera Rangel	Classified Substitute	N/A
Laura Fowler	PE Teacher	Valley Oaks
Ashling Gandara	Substitute Teacher	N/A
Tyler Glenn	Substitute Teacher	N/A
Nicole Godinez	Substitute Teacher	N/A
Sydney Ma	Classified Substitute	N/A
Katheryn Michenfelder	Classified Substitute	N/A
Debra Munn	Yard Supervisor	Marengo Ranch
Kamal Nigam	Classified Substitute	N/A
Laura Pace	Classified Substitute	N/A
Loraine Ponce	Classified Substitute	N/A
Taylor Rocha	Classified Substitute	N/A
Antonio Rodriguez	Instructional Asst., ASES	McCaffrey
Kim Schlahta-Corsu	Classified Substitute	N/A
Yuetna Shelley	Classified Substitute	N/A
Linda Weeks	Yard Supervisor (Transfer)	McCaffrey Middle School
Amy Wilson	Yard Supervisor (Transfer)	McCaffrey Middle School



## CONSENT CALENDAR DONATIONS

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### Valley Oaks

- Galt United Methodist Church donated backpacks and school supplies valued at \$205.00 for site use

### River Oaks

- Margo Aguirre donated \$240.00 through the PG&E Employee Giving Campaign for Katey Surjan's classroom



**CONSENT CALENDAR**  
**SCHOOL FUNDRAISERS**

**2018-19 SCHOOL FUNDRAISERS**

<p><b>FAIRSITE SCHOOL READINESS CENTER</b></p> <p><u>September</u></p> <ul style="list-style-type: none"> <li>Popcorn Palace Sales: School-wide use</li> </ul> <p><u>October</u></p> <ul style="list-style-type: none"> <li>Scholastic Book Fair: School-wide use</li> </ul> <p><u>February</u></p> <ul style="list-style-type: none"> <li>Little Cesar’s Pizza Sales: School-wide use</li> </ul> <p><u>March</u></p> <ul style="list-style-type: none"> <li>Scholastic Book Fair: School-wide use</li> </ul>	<p><b>MCCAFFREY MIDDLE SCHOOL</b></p> <p><u>September</u></p> <ul style="list-style-type: none"> <li>MoMo Gift Wrap and Popcorn: School-wide use</li> </ul> <p><u>November</u></p> <ul style="list-style-type: none"> <li>Discount Card: Band &amp; Choir</li> </ul> <p><u>January</u></p> <ul style="list-style-type: none"> <li>Snap! Raise: Band and Choir</li> </ul>
<p><b>GREER ELEMENTARY SCHOOL</b></p> <p><u>October</u></p> <ul style="list-style-type: none"> <li>Movie Night food Sales: Science Camp and school wide use</li> </ul> <p><u>November</u></p> <ul style="list-style-type: none"> <li>Scholastic Book Fair: BFLC</li> </ul> <p><u>January</u></p> <ul style="list-style-type: none"> <li>Movie Night Food Sales: Science Camp and school wide use.</li> </ul> <p><u>February</u></p> <ul style="list-style-type: none"> <li>Movie Night Food Sales: Science Camp and school wide use</li> </ul> <p><u>March</u></p> <ul style="list-style-type: none"> <li>Jog-a-thon: School-wide use</li> </ul> <p><u>May</u></p> <ul style="list-style-type: none"> <li>Scholastic Book Fair: BFLC</li> </ul>	<p><b>RIVER OAKS ELEMENTARY SCHOOL</b></p> <p><u>September</u></p> <ul style="list-style-type: none"> <li>PTA Color Run: School-wide use</li> <li>PTA Memberships: School-wide use</li> </ul> <p><u>October</u></p> <ul style="list-style-type: none"> <li>PTA Fall Festival: School-wide use</li> <li>PTA Memberships: School-wide use</li> <li>Scholastic Book Fair: School-wide use</li> </ul> <p><u>December</u></p> <ul style="list-style-type: none"> <li>PTA Holiday Store (no profit)</li> </ul> <p><u>February</u></p> <ul style="list-style-type: none"> <li>PTA Father/Daughter Dance: School-wide use</li> </ul> <p><u>March</u></p> <ul style="list-style-type: none"> <li>Spring Fling: School-wide use</li> </ul> <p><u>May</u></p> <ul style="list-style-type: none"> <li>PTA Outdoor Movie Night: School-wide use</li> <li>Mexican Dinner: School-wide use</li> </ul>
<p><b>LAKE CANYON ELEMENTARY SCHOOL</b></p> <p><u>October</u></p> <ul style="list-style-type: none"> <li>Mismatched Mile Jog-a-thon Fundraiser: PTA</li> </ul> <p><u>June</u></p> <ul style="list-style-type: none"> <li>Annual Color Run: School-wide use</li> </ul>	<p><b>VALLEY OAKS ELEMENTARY SCHOOL</b></p> <ul style="list-style-type: none"> <li>Spirit Wear: School-wide use</li> <li>Jamba Juice Cards: School-wide use</li> <li>Popcornopolis: PTO and Sly Park</li> <li>Spaghetti Dinner: School-wide use</li> <li>Movie Nights: School-wide use</li> <li>Pancake Breakfast: Sly Park</li> <li>Holiday Store: School-wide use</li> <li>Bingo/Lottery Night: School-wide use</li> <li>Children’s Day Events: School-wide use</li> <li>Book Fair: School-wide use</li> <li>Jog-a-thon: School-wide use</li> <li>Pizza Guys Cards: Sly Park</li> </ul>
<p><b>MARENGO RANCH ELEMENTARY SCHOOL</b></p> <p><u>September</u></p> <ul style="list-style-type: none"> <li>Jog-a-thon: School-wide use</li> </ul> <p><u>November</u></p> <ul style="list-style-type: none"> <li>Cookie Dough Sales: School-wide use</li> </ul> <p><u>January</u></p> <ul style="list-style-type: none"> <li>5<sup>th</sup> grade Science Camp Fundraiser</li> </ul> <p><u>March</u></p> <ul style="list-style-type: none"> <li>Personalized Art Fundraiser</li> </ul>	



## CONSENT CALENDAR

### Out of State Conference(s)

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1. **National Science Teachers Association Conference, Reno NV, October 11-13**

The NSTA Conference will support GJUESD capacity building for implementing NGSS in the district. The learnings from the sessions will be shared with district teacher leaders during NGSS meetings and district professional learning sessions.

Strands Include:

- ✓ Developing Persistence: The Power of Experience
- ✓ Advancing Three-Dimensional Classroom Culture
- ✓ Cultivating Constructive Partnerships

Attendees: Barbara Woods, Lisa Hegdahl, Nina McGroarty

Funding Sources: NGSS Grant, NSTA and CSTA Funds



## Galt Joint Union Elementary School District

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### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item:</b> 171.929 Consent Calendar (continued)- Items Removed For Later Consideration
<b>Presenter:</b> Karen Schauer	<b>Action Item:</b> XX <b>Information Item:</b>

The Board will have the opportunity to address any items that are moved from the consent calendar.



Galt Joint Union Elementary School District

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**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.930</b> Public Hearing Regarding the Sufficiency of Instructional Materials and Determination through a Resolution Whether Each Student has Sufficient Textbooks and Instructional Materials Pursuant to Education Code 60119
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<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Public Hearing:</b> XX <b>Information Item:</b>
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As a condition of receiving state instructional materials funds, Education Code 60119 and 5 CCR (California Code Regulation) 9531 require that the Governing Board hold an annual public hearing regarding the sufficiency of instructional materials and determine through a resolution whether each student has sufficient textbooks and instructional materials. Pursuant to Education Code 60119, the hearing must be held between the first day that students attend school and the end of the eighth week of the school year. The hearing may not take place during or immediately following school hours.

## Instructional Materials Inventory Summary 2018-2019

Fairsite	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Preschool	179	0	0	0	0
Special Ed	11	0	0	0	0



## Instructional Materials Inventory Summary 2018-2019

<b>Marengo Ranch</b>	<b># of Students Enrolled</b>	<b>MATH</b>	<b>LANG. ARTS</b>	<b>HIST/ SOCIAL</b>	<b>SCIENCE</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Kindergarten</b>	88	0	0	0	0
<b>First Grade</b>	76	0	0	0	0
<b>Second Grade</b>	66	0	0	0	0
<b>Third Grade</b>	83	0	0	0	0
<b>Fourth Grade</b>	64	0	0	0	0
<b>Fifth Grade</b>	62	0	0	0	0
<b>Sixth Grade</b>	62	0	0	0	0
<b>Special Ed</b>	29	0	0	0	0

## Instructional Materials Inventory Summary 2018-2019

Lake Canyon	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Kindergarten	89	0	0	0	0
First Grade	67	0	0	0	0
Second Grade	77	0	0	0	0
Third Grade	86	0	0	0	0
Fourth Grade	64	0	0	0	0
Fifth Grade	72	0	0	0	0
Sixth Grade	84	0	0	0	0
Special Ed	16	0	0	0	0

## Instructional Materials Inventory Summary 2018-2019

<b>Greer Elementary</b>	<b># of Students Enrolled</b>	<b>MATH</b>	<b>LANG. ARTS</b>	<b>HIST/ SOCIAL</b>	<b>SCIENCE</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Kindergarten</b>	76	0	0	0	0
<b>First Grade</b>	65	0	0	0	0
<b>Second Grade</b>	55	0	0	0	0
<b>Third Grade</b>	62	0	0	0	0
<b>Fourth Grade</b>	64	0	0	0	0
<b>Fifth Grade</b>	65	0	0	0	0
<b>Sixth grade</b>	64	0	0	0	0
<b>Special Ed</b>	9	0	0	0	0

## Instructional Materials Inventory Summary 2018-2019

River Oaks	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Kindergarten	87	0	0	0	0
First Grade	85	0	0	0	0
Second Grade	67	0	0	0	0
Third Grade	80	0	0	0	0
Fourth Grade	64	0	0	0	0
Fifth Grade	68	0	0	0	0
Sixth Grade	80	0	0	0	0
Special Ed	34	0	0	0	0

## Instructional Materials Inventory Summary 2018-2019

Valley Oaks	# of Students Enrolled	MATH	LANG. ARTS	HIST/ SOCIAL	SCIENCE
		# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials	# of students w/o adequate materials
Kindergarten	84	0	0	0	0
First Grade	81	0	0	0	0
Second Grade	79	0	0	0	0
Third Grade	63	0	0	0	0
Fourth Grade	78	0	0	0	0
Fifth Grade	79	0	0	0	0
Sixth Grade	89	0	0	0	0
Special Ed	23	0	0	0	0

## Instructional Materials Inventory Summary 2018-2019

<b>McCaffrey Middle</b>	<b># of Students Enrolled</b>	<b>MATH</b>	<b>LANG. ARTS</b>	<b>HIST/ SOCIAL</b>	<b>SCIENCE</b>
		<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>	<b># of students w/o adequate materials</b>
<b>Seventh Grade</b>	401	0	0	0	0
<b>Eighth Grade</b>	382	0	0	0	0
<b>Special Ed</b>	103	0	0	0	0



## Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.931</b> Board Consideration of Approval of Resolution #3 GJUESD Resolution Regarding Sufficiency of Instructional Materials
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>
<p>The purpose of this resolution is to ensure the sufficiency of textbooks or instructional materials to use in class and to take home. We must provide every pupil, including English learners, with sufficient standards-aligned textbooks and materials. Materials can be printed or non-printed and may include textbooks, technology based materials and other alternative bridge educational materials.</p> <p>English Language Arts/English Language Development        Benchmark Advance in Grades TK – 6        Benchmark <i>Adelante</i> (Spanish) in Grades K – 3        Amplify in Grades 7 – 8</p> <p>Mathematics        Everyday Math Grade TK        Eureka Math Grades K – 6        Illustrative Math Grade 6 (Valley Oaks/Greer)        College Preparatory Math (CPM) Grades 7 – 8</p> <p>Science        NGSS Learning Progressions Grades TK - 8</p> <p>History/Social Science        MacMillan/McGraw Hill Grades TK – 6        Teacher’s Curriculum Institute Grades 7 - 8</p>	

**Galt Joint Union Elementary School District**  
**Resolution Regarding Sufficiency of Instructional Materials**  
**Resolution # 3 (2018-2019)**

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District, in order to comply with the requirements of Education Code Section 60119, held a public hearing on September 26, 2018 at 7:00 p.m., which is on or before the eighth week of school and which did not take place during or immediately following school hours, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District provided at least 10 days' notice of the public hearing posted in at least three public places within the District stated the time, place, and purpose of the hearing, and;

**Whereas**, the Governing Board of the Galt Joint Union Elementary School District encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

**Whereas**, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners in the District, and;

**Whereas**, the definition of “sufficient textbooks or instructional materials” means that each pupil has a textbook or instructional materials, or both, to use in class and to take home, and;

**Whereas**, sufficient textbooks and instructional materials were provided to each student, including English Learners, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- Mathematics
- Science
- History/Social Science
- English Language Arts, including the English Language Development component of an adopted program

**Therefore**, it is resolved that for the 2018-2019 school year, the Galt Joint Union Elementary School District has provided each pupil with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

Adopted by the Board of Education of the Galt Joint Union Elementary School District at a Regular meeting of the Board of Education on September 26, 2018.

**Vote**

Ayes:

Noes:

Absent:

Abstain:





Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<p><b>Meeting Date:</b> September 26, 2018</p>	<p><b>Agenda Item: 171.932</b>          Board Consideration of Approval of Superintendent Contract for a Period of Three (3) Years Beginning the First (1st) Day of July 2018, and ending on the Thirtieth (30th) Day of June, 2021 to include a 4.5% Salary Increase Retroactive to the First (1st) Day of July 2018</p>
<p><b>Presenter:</b> John Gordon</p>	<p><b>Action Item:</b> XX  <b>Information Item:</b></p>
<p>Dr. Karen Schauer has served as superintendent for GJUESD for 11 years. The multi-year contract has been updated to reflect a 4.5% salary increase beginning in the 2018-19 school year.</p> <p>In addition, health benefits were revised to match district management.</p> <p>Attachments:</p> <ol style="list-style-type: none"> <li>1. 2018-19 Contract</li> <li>2. 2017-18 Contract</li> </ol>	

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

**THIS AGREEMENT** is made this 26<sup>th</sup> day of September, 2018 by and between the Governing Board of the Galt Joint Union School District ("**District**" or "**Board**") and Dr. Karen Schauer ("**Superintendent**").

1. **TERM**

District hereby employs Superintendent for a period of three (3) years beginning the first (1st) day of July, 2018, and ending on the thirtieth (30th) day of June, 2021, subject to the terms and conditions set forth below. The Superintendent's work year shall be 225.

2. **SALARY**

The Superintendent's annual salary for 225 work days shall be One Hundred Sixty Thousand Four Hundred and Ninety-One Dollars (\$167,713) per year payable in twelve (12) equal installments. **This annual salary will be retroactive to July 1, 2018.** In addition to the annual salary commencing July 1, 2018, the Superintendent shall receive certificated management honorariums for her Masters Degree (\$1,000), Doctorate Degree (\$1200), and longevity (4% earned after the 24<sup>th</sup> year).

The Board reserves the right to change the Superintendent's salary for any year of this contract with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

3. **SUPERINTENDENT'S DUTIES**

- a. **General Duties** - The Superintendent is hereby employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by the laws of the State of California and the District's job description for Superintendent. The Superintendent shall have primary responsibility for execution of Board policy and responsibility for the duties prescribed by Education Code section 35035. The Superintendent shall be the Board's chief executive officer.
- b. **Personnel Matters** - The Superintendent shall have primary responsibility in making recommendations to the Board regarding all personnel matters, including employment, assignment, transfer and dismissal of employees.
- c. **"Employment Duties and Obligations"** - The Superintendent, as the chief executive officer, shall:
  - (1) review all policies adopted by the Board and make appropriate recommendations to the Board;
  - (2) periodically evaluate or cause to be evaluated all District employees;
  - (3) advise the Board of sources of funds that might be available to implement present or contemplated district programs;
  - (4) assume responsibility for those duties specified in Education Code section 35250;
  - (5) endeavor to maintain and improve her professional competence by all available means, including subscription to and reading of appropriate professional publications;
  - (6) establish and maintain positive community, staff and Board relations;
  - (7) serve as liaison to the Board with respect to all matters of employer-employee relations and make recommendations to the Board concerning those

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular, special and closed session meetings of the Board.

10) The Board, individually and collectively, shall refer all criticisms, complaints and suggestions called to its/their attention to the Superintendent for study and recommendation. 11) The Board agrees that it shall work with Superintendent in a spirit of cooperation and teamwork and shall provide Superintendent with periodic opportunities to discuss Board/Superintendent relationships. Whenever it is deemed desirable by either a majority of the Governing Board, or by the Superintendent, an outside advisor will be mutually selected by the Board and Superintendent, to facilitate discussion of the relationships of the Board and Superintendent.

**4. OUTSIDE PROFESSIONAL ACTIVITIES**

By prior approval of the Board, the Superintendent may undertake for consideration outside professional activities, including consulting, speaking and writing. The Superintendent's outside professional activities shall not occur during regular work hours. In no event will the Board be responsible for any expenses attendant to the performance of such outside activities.

**5. EVALUATION**

The Board may evaluate and discuss the performance of Superintendent at any time during the term of this Agreement. However, regular evaluations shall be scheduled each year in November and March. If the Board determines that the performance of the Superintendent is unsatisfactory, the Board shall communicate its evaluation to the Superintendent, meet and discuss the content of the evaluation with the Superintendent within a reasonable time after the Superintendent has heard or received the evaluation.

Should the Superintendent receive a satisfactory evaluation pursuant to the Agreement, this Agreement will be automatically extended by one additional year effective July 1 of the subsequent school year, provided that at no time shall the term of this Agreement exceed three (3) years.

**6. TERMINATION OF CONTRACT**

- a. **Mutual Consent** - This agreement may be terminated at any time by mutual consent of the Board and the Superintendent.
- b. **Nonrenewal of Agreement by the District** - The Board may elect not to renew this Agreement for any reason by providing written notice to the Superintendent in accordance with Education Code Section 35031.
- c. **Status as a Certificated Employee** - The Superintendent has achieved permanent status in the district as a certificated employee and shall retain the rights to that status should she be terminated from the Superintendent's position.
- d. **Termination of Superintendent for Cause** - The Superintendent's status as Superintendent and all of the Superintendent's rights under this Agreement may be terminated by the Board at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Superintendent's failure to

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

perform her responsibilities as set forth in this Agreement, as defined by law, or as specified in the Superintendent's job description, if any. The Board shall not terminate this Agreement pursuant to this paragraph (d) until a written statement of the grounds for termination has first been served upon the Superintendent. The Superintendent shall then be entitled to a conference with the Board at which time the Superintendent shall be given a reasonable opportunity to address the Board's concerns. The conference with the Board shall be the Superintendent's exclusive right to any hearing otherwise required by law.

- e. **Early Termination** - The Board unilaterally and without cause may terminate this Agreement and the Superintendent's status as Superintendent. In consideration of the Board's right to terminate this Agreement without cause, the District shall pay to the Superintendent the then current salary and health benefits pursuant to the limitation of Government Codes 53260 and 53261.
- f. **Reimbursement by Superintendent to the District:** If this Agreement is terminated, any cash settlement related to the termination that Superintendent may receive from the Governing Board shall be fully reimbursed to the Governing Board if Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.
- g. If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide paid leave salary to Superintendent pending an investigation, said paid leave salary shall be fully reimbursed by the Superintendent to the Governing Board if Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.
- h. If any express or implied provision of this Agreement, the Bylaws of the Governing Board, or any policy or practice of the Governing Board provide for payment of funds for the legal criminal defense of Superintendent, said funds paid for her legal criminal defense shall be fully reimbursed by the Superintendent to the Governing Board if Superintendent is convicted of a crime involving an abuse of her office or position as defined by Government Code Section 53243.4.

**7. BENEFITS**

Health: The Superintendent shall be afforded the Health/Life benefits offered to other management employees, (effective July 1, 2018 \$635.00 per month).

The Superintendent shall receive \$50,000 in Term Life Insurance coverage (\$30,000 as a certificated employee and an additional \$20,000 as a District Administrator).

Professional Development: ACSA expenses including attendance at the State Superintendents' Conference shall be paid by the District. Executive Leadership coaching shall be supported by the district.

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

Service Organization Membership: The Board may grant payment or reimbursement for expenses in an amount up to \$500.00 per year in a local service organization.

**8. AUTOMOBILE EXPENSES**

In the event that the Superintendent is required to use her private automobile for school business, she shall be reimbursed at the current cost per mile paid by the District.

**9. SICK LEAVE**

The Superintendent shall be allocated fourteen (14) days of sick leave annually. This leave may be accumulated indefinitely.

**10. VACATION**

The Superintendent will earn twenty-two (22) vacation days per year. Vacation earned during one (1) fiscal year must be taken prior to December 31st of the next school year. All other vacation leave language will be the same as twelve (12) month management positions.

**11. HOLIDAYS**

The Superintendent will be granted fourteen (14) paid holidays per fiscal year in accordance with other twelve (12) month management positions.

**12. ANNUAL REPORTING REQUIREMENT**

The Superintendent shall report to the Board in writing on an annual basis her use of sick leave and number of days worked.

**13. EXPENSE REIMBURSEMENT**

The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of her employment so long as such expenses are permitted by District policy incurred with prior approval of the Board.

**14. INDEMNITY**

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.

**15. GENERAL PROVISIONS**

- a. **Governing Law** - This agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California.
- b. **Entire Agreement** - This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement.

- c. **No Assignment** - The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Seniority** - The Superintendent shall not be considered a school site administrator for purposes of Education Code section 44956.5.
- e. **Modification** - This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.

\_\_\_\_\_  
John Gordon, President  
Board of Trustees of the Galt Joint  
Union School District  
Sacramento County, California

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is recorded in the Office of the Superintendent of Schools of Sacramento County. I further certify that I meet the qualifications of Education Code Section 35028.

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

\_\_\_\_\_  
Superintendent

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

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1. **TERM**

District hereby employs Superintendent for a period of three (3) years beginning the first (1st) day of July, 2017, and ending on the thirtieth (30th) day of June, 2020, subject to the terms and conditions set forth below. The Superintendent's work year shall be 225.

2. **SALARY**

The Superintendent's annual salary for 225 work days shall be One Hundred Sixty Thousand Four Hundred and Ninety-One Dollars (\$160,491) per year payable in twelve (12) equal installments. **This annual salary will be retroactive to July 1, 2016.** In addition to the annual salary commencing July 1, 2017, the Superintendent shall receive certificated management honorariums for her Masters Degree (\$1,000), Doctorate Degree (\$1200), and longevity (4% earned after the 24<sup>th</sup> year).

The Board reserves the right to change the Superintendent's salary for any year of this contract with the mutual written consent of the Superintendent and the Board. A change in salary shall not constitute the creation of a new contract nor extend the termination date of this Agreement.

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Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

matters; (8) recommend to the Board District goals and objectives; (9) unless unavoidably detained, attend all regular, special and closed session meetings of the Board.

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Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

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Professional Development: ACSA expenses including attendance at the State Superintendents' Conference shall be paid by the District. Executive Leadership coaching shall be supported by the district.

Service Organization Membership: The Board may grant payment or reimbursement for

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

expenses in an amount up to \$500.00 per year in a local service organization.

**8. AUTOMOBILE EXPENSES**

In the event that the Superintendent is required to use her private automobile for school business, she shall be reimbursed at the current cost per mile paid by the District.

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The Superintendent shall be allocated fourteen (14) days of sick leave annually. This leave may be accumulated indefinitely.

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The Superintendent will earn twenty-two (22) vacation days per year. Vacation earned during one (1) fiscal year must be taken prior to December 31st of the next school year. All other vacation leave language will be the same as twelve (12) month management positions.

**11. HOLIDAYS**

The Superintendent will be granted fourteen (14) paid holidays per fiscal year in accordance with other twelve (12) month management positions.

**12. ANNUAL REPORTING REQUIREMENT**

The Superintendent shall report to the Board in writing on an annual basis her use of sick leave and number of days worked.

**13. EXPENSE REIMBURSEMENT**

The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the scope of her employment so long as such expenses are permitted by District policy incurred with prior approval of the Board.

**14. INDEMNITY**

In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.


**15. GENERAL PROVISIONS**

- a. **Governing Law** - This agreement, and the rights and obligations of the parties, shall be construed and enforced in accordance with the laws of the State of California.
- b. **Entire Agreement** - This Agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions, and neither party has relied upon any representation, express or

Galt Joint Union School District  
**SUPERINTENDENT'S CONTRACT**

implied, not contained in this Agreement.

- c. **No Assignment** - The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. **Seniority** - The Superintendent shall not be considered a school site administrator for purposes of Education Code section 44956.5.
- e. **Modification** - This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by written instrument executed by both parties.

  
\_\_\_\_\_  
Kevin Papineau, President  
Board of Trustees of the Galt Joint  
Union School District  
Sacramento County, California

**ACCEPTANCE OF OFFER**

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will conflict with the terms of this employment agreement.

I hold legal and valid administrative and teaching credentials each of which is recorded in the Office of the Superintendent of Schools of Sacramento County. I further certify that I meet the qualifications of Education Code Section 35028.

Dated: 8-24-17

  
\_\_\_\_\_  
Superintendent



**Galt Joint Union Elementary School District**

1018 C Street, Suite 210, Galt, CA 95632  
 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.933</b> Board Consideration of Approval of Vanden Bos Electric, Inc. as General Contractor for River Oaks Elementary Fire and Intrusion Alarm Upgrade
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>

Vanden Bos Electric, Inc. submitted the lowest bid proposal of \$398,500.00 for the River Oaks Elementary School Fire and Intrusion Alarm Upgrade project. Construction will commence on October 1<sup>st</sup> and be fully completed by December 31<sup>st</sup>.

Vanden Bos has completed all of the requirements to be prequalified as a General Contractor for the District. Requirements included licenses, references, financial statements, and bond letter. Vanden Bos has been in business for twenty-six years. Past projects include multiple school districts with contracts over \$1,000,000.

Contract documents are attached.

Board approval is recommended.

# **BID and CONTRACT DOCUMENTS**

for

## **River Oaks Elementary School Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**CONSTRUCTION SET**

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PAYMENT BOND	SECTION 3
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SPECIAL CONDITIONS	SECTION 5
SPECIFICATIONS	SECTION 6
CERTIFICATIONS	SECTION 7

# Section 1

## Agreement

for

### River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

## AGREEMENT

THIS AGREEMENT is made this 10th day of September 2018 in the County of Sacramento, State of California, by and between the **Galt Joint Union Elementary School District** (the "District") and Van den Bos Electric Inc. (the "Contractor"). The District and Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

## RECITALS

- A. District is contracting for **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** ("Project").
- B. Contractor has been selected as the lowest responsible and responsive bidder for the Project.
- C. District desires that the Contractor complete the Project in accordance with the terms and conditions set forth in this Agreement and all Contract Documents incorporated herein.

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## AGREEMENT

**ARTICLE 1 - SCOPE OF WORK.** The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

**River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package  
2018.1.6.20**

in strict compliance with the Contract Documents as specified in Article 4 below, which shall be free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for the Project.

**ARTICLE 2 - TIME FOR COMPLETION.** The Contractor shall mobilize and commence work on the Project on or before **October 01, 2018 and complete all work for 100% completion of the Project by December 31, 2018.** Time is of the essence for this Contract and the Contractor shall complete the Project within the period specified and in accordance with the schedule for the Project developed by the District and the Construction Manager, if applicable (work shall be performed after school hours, during staff development days and weekends). Any additional projects will be coordinated between the District and Contractor. In entering into this Agreement, Contractor acknowledges and agrees that the duration stipulated herein is adequate and reasonable for the size and scope of the Project.

**ARTICLE 3 - CONTRACT PRICE.** The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, **three hundred ninety-eight thousand and five hundred (\$398,500.00)** as determined on a per project basis by issuance of Purchase Order(s) against the Contract. Payment and performance bonds are to be issued each in the amount of one hundred percent (100%) of the total amount payment under the Contract, in forms



acceptable and approved by the District. Contractor shall adjust the payment and performance bonds if outstanding work exceeds the original amount of the bonds.

The Contract Price is subject to increases or decreases as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Conditions.

**ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT.** The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids  
Information for Bidders  
Bid Form and Proposal, as accepted  
Bid Bond  
Designated Subcontractors List  
Non-Collusion Affidavit  
Project Warranty  
Agreement  
Workers' Compensation Certification  
Affirmative Action Program  
Performance Bond  
Payment Bond  
Contractor Fingerprinting Certification  
Asbestos-Free Materials Certification  
Drug-Free Workplace Certification  
Bidder's Acknowledgement of Project Schedule  
Certificate Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
General Conditions  
Special Conditions  
Drawings and Specifications  
Addenda Nos. 1, 2, 3, as issued

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all. This Agreement shall supersede any prior agreement of the Parties.

**ARTICLE 5 – CONTRACTOR'S LICENSE.** The Contractor must possess throughout the Project the legally-required contractor's license classification for this Project, issued by the State of California, which must be current and in good standing.

**ARTICLE 6 – ENTIRE AGREEMENT.** The Contract, which consists of all of the documents listed in Article 4 above, constitutes the entire agreement between the Parties relating to the Project, and supersedes any prior or contemporaneous agreement between the Parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The District makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the Parties' agreement pursuant to Code of Civil Procedure section 1856.

**ARTICLE 7 – EXECUTION OF OTHER DOCUMENTS.** The Parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any

additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

**ARTICLE 8 – EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

**ARTICLE 9 – BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

**ARTICLE 10 – SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Humboldt, subject to transfer of venue under applicable State law.

**ARTICLE 11 – AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the Parties and approved or ratified by the District’s Board of Trustees.

**ARTICLE 12 – ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond, and the District.

**ARTICLE 13 – WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

**ARTICLE 14 – PROVISIONS REQUIRED BY LAW.** Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.

**ARTICLE 15 – AUTHORITY TO EXECUTE.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written. To the extent that there exists any conflicts or inconsistencies between this Agreement and the General Conditions, the provisions contained in the General Conditions shall govern.

**CONTRACTOR:**

License No. \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

(Corporate Seal)

**DISTRICT:**

Galt Joint Union Elementary School District

By \_\_\_\_\_

Title \_\_\_\_\_

Governing Board Date \_\_\_\_\_

Agenda Item No. \_\_\_\_\_

**[END OF DOCUMENT]**

## **Section 2**

# **Performance Bond**

for

**River Oaks Elementary School  
Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

**PERFORMANCE BOND  
(CALIFORNIA PUBLIC WORK)**

WHEREAS the **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to Van den Bos Electric Inc. (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** (the "Project");

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated September 10, 2018 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we \_\_\_\_\_, the undersigned Contractor, as Principal, and \_\_\_\_\_, a corporation organized and existing under the laws of the State of California, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **GALT JOINT UNION ELEMENTARY SCHOOL DISTRICT** in the sum of **three hundred ninety-eight thousand and five hundred dollars, \$\_398,500**, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal/Contractor

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

\_\_\_\_\_  
Surety

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

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

The total amount of premium charged, \$\_\_\_\_\_.

(The above must be filled in by corporate surety.)

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

State of California            )  
  )  
County of Sacramento        )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared \_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the \_\_\_\_\_ (surety) and acknowledged to me that he subscribed the name of the \_\_\_\_\_ (surety) thereto and his own name as Attorney-in-Fact.

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.

**CERTIFICATE AS TO CORPORATE PRINCIPAL**

I, \_\_\_\_\_, certify that I am the  
\_\_\_\_\_ Secretary of the corporation named as  
principal to the within bond; that \_\_\_\_\_ who signed  
the said bond on behalf of the principal was then \_\_\_\_\_  
of said corporation; that I know his signature, and his signature thereto is genuine; and that said  
bond was duly signed, sealed and attested for and in behalf of said corporation by authority of  
its governing Board.

(Corporate Seal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be  
attached hereto.

[This space intentionally left blank.]



## **Section 3**

# **Payment Bond**

for

**River Oaks Elementary School  
Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

**PAYMENT BOND**  
(CALIFORNIA PUBLIC WORK)

WHEREAS, the **Galt Joint Union Elementary School District** (the "Obligee") has awarded to Van den Bos Electric Inc. (the "Principal") a contract for the Work commonly described as the: **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** (the "Project"); and

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated September 10, 2018 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 *et seq.*, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto Galt Joint Union Elementary School District, as Obligee, for payment of the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein.

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract

Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by their duly authorized agents or representatives.

(Corporate Seal)

\_\_\_\_\_  
(Principal Name)

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

(Signature)

\_\_\_\_\_  
(Typed or Printed Name)

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

(Corporate Seal)

\_\_\_\_\_  
(Surety Name)

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

(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

\_\_\_\_\_  
(Typed or Printed Name of Attorney-in-Fact)

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

\_\_\_\_\_  
(Area Code and Telephone Number of Surety)



## **Section 4**

# **General Conditions**

for

## **River Oaks Elementary School Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

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## GENERAL CONDITIONS

### Article 1. DEFINITIONS

- a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the Contract Documents as if they are of singular number and masculine gender.
- b. "Subcontractor," as used herein, includes one having a direct contract with Contractor who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.
- c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- d. "Provide" shall include "provide complete in place," that is, "furnish and install."
- e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.
- f. "Work" of the Contractor or subcontractor includes labor or materials or both.
- g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the District is required.
- i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the District," unless stated otherwise.
- j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the District is intended.
- l. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

### Article 2. DRAWINGS AND SPECIFICATIONS

- a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work.

Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

- b. **Interpretations.** Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in the contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
1. Special Conditions shall take precedence over General Conditions.
  2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
  3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
  4. With regard to drawings:
    - (a) Figures govern over scaled dimensions;
    - (b) Larger details govern over general drawings;
    - (c) Addenda/change order drawings govern over contract drawings;
    - (d) Contract drawings govern over standard drawings.
  5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications shall be clarified by the District, whose decisions shall be final.
- d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

**Article 3. COPIES NOT FURNISHED**

Contractor will be responsible for copies of drawings and specifications.

**Article 4. OWNERSHIP OF DRAWINGS**

All drawings, specifications, and copies thereof furnished by District (electronically or paper copies) are its property. They are not to be used on other work.

**Article 5. DETAIL DRAWINGS AND INSTRUCTIONS**

- a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or

ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of the Work.
- c. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such approval as may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

#### **Article 6. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- a. The Project shall be commenced on and completed by Contractor in the time specified in the Contract. The Contractor shall make sure that, before commencing the Work, all Contract Documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract have been received by the District. The District has stipulated in the Bid Form and the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the Project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the Work is not completed in accordance with the foregoing, it is understood that the 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 stipulated in the Special Conditions for each calendar day of delay until the Work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained 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 the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- b. Contractor shall abide by the District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation and recognition of working in an area where it rains over 70 inches/year. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (e.g., exterior finishes). Time extensions shall only be granted when the work that is stopped during **unusually severe inclement weather** is on the critical path of

the Project schedule. The District's consideration of time extension requests will take into account situations when rain days are unusually severe and exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this Contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather.

- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the Project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- d. **Determining Damages for Delay.** District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.
- e. **Removal or Relocation of Main or Trunkline Utility Facilities.** The Contractor shall not be assessed for liquidated damages for delay in completion of the Project, when such delay was caused by the failure of the District of this Contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and 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 trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the Contract discovers any existing main or trunkline utility facilities not identified by the District in the Contract plans or specifications, he shall immediately notify the District 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 the Contractor to do such repairs or relocation work at a reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the 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 at Article 40 hereof. Alternatively, the District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, or the District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility. Further, nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

## Article 7. MASTER AND PROGRESS SCHEDULES

- a. a. Within five (5) days after the District's issuance of a Notice to Proceed with Construction Services pursuant to Section 8, District shall furnish Contractor with a 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 the terms hereof (the "**Master Schedule**"). The Master Schedule shall utilize Microsoft Project software and include a completion timeline not to exceed 175 days from start to finish for the entire project. Each Contractor and Subcontractor shall be responsible to the Master Schedule and to respond to the District's representative requests to stay on schedule within 2 days of request. Failure to respond to the District's representative, or failure to properly show recovery of the schedule to meet the completion date does not release any Contractor or Subcontractor from responsibility and/or consequences (liquidated damages) of not meeting the Completion date.
- b. Within seven (7) days after the District's issuance of a Notice to Proceed with Construction Services pursuant to Section 8, District shall furnish Contractor with a Progress Schedule setting forth the expected dates for commencement and completion of each of the various stages of construction performed by all Contractors and Subcontractors pursuant to the terms hereof (the "**Progress Schedule**"). The Progress Schedule shall utilize Microsoft Excel software and include a Completion Date timeline not to exceed 175 days from start to finish and list all daily disciplines and critical-path milestones. The Progress Schedule shall be utilized by each Contractor and Subcontractor on a daily basis (Progress Schedule shall utilize a 7-day week calendar) and each Contractor and Subcontractor shall submit a "Sign-Off" sheet bearing Contractor's and/or Subcontractor's name and the names of any other Subcontractors utilized and date of signature. Each Contractor and Subcontractor shall be responsible to the Project Schedule and to respond to the District's representative requests to stay on schedule within 2 days of request. Failure to respond to the District's representative, or fails to properly show recovery of the schedule to meet the completion date does not release any Contractor or Subcontractor from responsibility and/or consequences (liquidated damages) of not meeting the Completion date.  
In the event the Progress Schedule is changed or updated in any way, District's representative may request an updated Sign-Off sheet bearing signatures (and date of signature) of Contractor and all affected Subcontractors (submitted with recovery schedule).
- c. The Progress Schedule shall account for the customary number of rain days for the County of Sacramento area. The District may disapprove any days beyond an acceptable rain day, if in the opinion of the Architect or District, adherence to the progress schedule will cause the work not to be completed by the Completion Date. Contractor shall adhere to any such modifications required by the District. It is specifically understood that District will need, utilize and depend on the Progress Schedule, as it is revised from time to time, to determine final dates upon which to make decisions it must make with respect to the Project. NOTHING PROVIDED HEREIN

SHALL BE CONSTRUED AS A DIRECT, INDIRECT OR IMPLICIT ACCELERATION ORDER TO THE CONTRACTOR.

- d. In case of delays to Project completion by strikes, by lockouts, by fire, by embargos, by flood, by weather, by earthquake, by acts of war or God, or by any other cause beyond the reasonable control of District and/or Contractor, then neither District nor Contractor will be entitled to any damages, restitution or compensation, additional or otherwise, from the other, although the Project completion date shall be extended for the period of such delay. With respect to delays caused by weather, a day-for-day extension due to weather will only be allowed for those days in excess of the customary number of rain days for the County of Sacramento area. Additional days may be given if for some reason at least fifty percent (50%) of the workforce cannot reasonably proceed with the work; these days to be approved by District's representative and District Project Inspector of Record.
- e. To the extent of delays to Project completion caused by the District, or any party under District's control (including without limitation the Architect, any design or engineering professionals retained by District or Architect, the District Inspector or any separate contractor of District), or by unforeseen site conditions, Contractor shall be entitled to an extension of time under Section 14.d, above, and additional compensation for costs incurred by Contractor, or any Subcontractors, resulting from such delay. **NO OTHER COSTS (INCLUDING GENERAL CONDITIONS) SHALL BE ALLOWED BY THE DISTRICT BEYOND THE COMPLETION DATE.**
- f. Contractor agrees that failure to respond to the District's representative within 2 days of request to update the Progress Schedule may result in delay in payment to the Contractor. **The first payment will not be made unless the District has been provided and has accepted the Contractor's sign-offs of the Master and the Progress schedules.**

#### **Article 8. CONTRACT SECURITY**

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish the District separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the District's approved form.

To the extent, if any, that the Contract price is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the District may terminate the Contract for cause.

#### **Article 9. ASSIGNMENT**

Contractor shall not assign this Contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of the Work called for under said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the

Government Code. If Contractor attempts to make such an assignment without such consent, Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

#### **Article 10. PROHIBITED INTERESTS**

No official of the District and no District representative who is authorized in such capacity and on behalf of the District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall be or become directly or indirectly interested financially in this Contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for the District who is authorized in such capacity and on behalf of the 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 Contract or in any part thereof.

#### **Article 11. SEPARATE CONTRACTS**

District reserves the right to let other contracts in connection with this Work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his Work with theirs.

If any part of Contractor's Work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to District any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his Work, except as to defects which may develop in the other contractor's work after execution of Contractor's Work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and the Contract Documents.

Contractor shall ascertain to his own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the Project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

#### **Article 12. SUBCONTRACTING**

- a. Contractor agrees to bind every subcontractor by terms of the Contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this Contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these Contract Documents shall create any contractual relation between any subcontractor and District. The

District shall be deemed to be the third party beneficiary of the Contract between the contractor and the subcontractor.

- b. District's consent to or approval of any subcontractor under this Contract shall not in any way relieve Contractor of his obligations under this Contract and no such consent or approval shall be deemed to waive any provision of this Contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- c. Substitution or addition of subcontractors shall be permitted only as authorized in California Public Contract Code Sections 4100 et seq.

### **Article 13. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this Contract if the Contractor (i) refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said Work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified, or (vii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise substantially violate any provision of the Contract, or (x) if he or his subcontractors should violate any of the provisions of this Contract. Additionally, District may terminate the Contract for convenience. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this Contract shall be deemed to have ceased and terminated. Upon the termination of the Contract as provided above, District shall immediately serve upon surety and the Contractor written notice of termination stating that the Contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this Contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this Contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by the Contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the Project Work itself, the surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the Project, and upon request by District, surety shall provide the District with evidence of responsibility of surety's proposed contractor or contractors. District shall be entitled to reject surety's choice of contractor or contractors if District determines in its sole discretion that the contractor or contractors are non-responsible. If surety provides District written notice of its intention to take over and perform this Contract, within fourteen (14) days of such written notice of intent to take over and perform, surety or its chosen contractor or contractors (if such contractor or contractors are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of surety or surety's contractor or contractors' takeover and performance. If the District takes over the Work as hereinabove provided, the District may, without liability for so doing, take possession of and



utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the Work and necessary therefore.

If the unpaid balance of the Contract price exceeds the expense of finishing the Work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

#### **Article 14. GUARANTEE**

Contractor warrants to the District that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, or improper or insufficient maintenance or operation. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. So long as District forwards written notification of any warranty item to Contractor within the warranty period, Contractor's obligation to correct the warranty item continues until the correction is made. In the event of failure of the Contractor to repair a defect within ten (10) days after being notified in writing, the District is hereby authorized to proceed to have defects repaired and made good at expense of the Contractor who shall pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this Contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

#### **Article 15. NOTICE AND SERVICE THEREOF**

- a. Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
  1. If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;

2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of the Project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

#### **Article 16. WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or anyone not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.
- c. The District reserves the right to request that the Project Supervisor be replaced immediately.

#### **Article 17. WAGE RATES, PAYROLL RECORDS AND DEBARMENT**

- a. The 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 Project 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. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement 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/). In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District's Facilities Department. 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 the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the 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 allege failure to comply with the Prevailing Wage Laws.
- b. **The Contractor and each subcontractor shall forfeit as a penalty to the District not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage 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 the Contractor.**

- c. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board members, and 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 the 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 the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- d. Accurate payroll records shall be kept by the Contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work.
- e. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record. Labor Code section 1776 provides in relevant part,

“(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

- (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
- (2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor

Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the contractor.

(c) 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. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5)) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) (1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or

she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit One Hundred Dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

- (i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

f. Debarment. The Contractor, or any subcontractor working under the 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 California Labor Code Sections 1777.1 or 1777.7. Any contract on a public works project entered into between the 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 the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

#### **Article 18. APPRENTICES**

- a. 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 the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprenticeable occupations rests with the Contractor. 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.

#### **Article 19. HOURS OF WORK**

- a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- c. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each

calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.

- d. Any work necessary to be performed after regular working hours or on Saturdays or Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions which apply to this Contract.

## **Article 20. OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

### **1.1 Introduction**

The District, hereinafter called the "Owner" has elected, at its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, Contractor's Pollution Liability, and Builder's Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called "Project"). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

**Keenan & Associates**, hereinafter called "Program Administrator", shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors, shall (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner's and the OCIP insurers' respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner's satisfaction of open items on any and all quality control checklists and inventories.

#### **A. Participation in the OCIP**

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Enrollment (Definition): An Eligible Contractor/Subcontractor is considered Enrolled once the all required documents are received, reviewed and processed by the OCIP Program Administrator and insurer. Enrollment Form (EXHIBIT A ) must be submitted with Declarations pages, including proof of rates from your current policies; in addition to Certificate of Insurance evidencing Workers'

Compensation, General Liability, Excess/Umbrella Liability if applicable, and Auto Liability coverage. Evidence of Auto Liability should include an endorsement naming the District as an additional insured (see Sections 1.7 and 1.8)

Contractor (Definition): Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor (Definition): Includes all vendors' suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

Eligible (Definition): Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible (Definition): Ineligible (Definition): It is not the intent of this wrap-up to include (but is not limited to): consultants; suppliers who do not perform or do not subcontract installation; Demo with abatement and/or removal of hazardous materials (demo alone is not excluded); vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed. Any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 1.16). **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

**Each Contractor/Subcontractor must include this document with their bid specifications to any and all Subcontractors.** Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor, and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

**Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program. Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.**

## **B. Project Site and Offsite Premises**

Coverages provided by the OCIP are Project Site specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.

2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

## **1.2 Prequalification & Cost Identification**

### **A. Contractor Pre-Qualification**

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards. Contractors must meet minimum standards in order to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. **Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**
2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
3. **Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted post bid and prior to bid award.**

Additionally, the Contractor, and any mechanical, electrical, and plumbing subcontractors, must be prequalified pursuant to Public Contract Code section 20111.6.

**Failure to meet these minimum standards shall disqualify the bidder.**

### **B. Contractor Insurance Cost Identification**

Contractor's base bid shall exclude any and all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

### **C. Change Order Pricing**

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

## **1.3 Owner-Provided Insurance Coverages**

***Contractor/Subcontractor should refer to the actual policies for details concerning coverage, exclusions, and limitations. In the event of any claim or question with regard to coverage provided by the OCIP, the original policies will prevail as the sole binding agreement. OCIP policies and Project insurance manual are available upon written request to the Program Administrator.***

The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project (see



Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

**A. Workers' Compensation and Employer's Liability Insurance, Will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as named insured, and issued an individual policy) reflecting the following Limits of Liability:**

Workers' Compensation:

- California Statutory Benefits

**Employer's Liability:**

- \$1,000,000 Bodily Injury each Accident
  - \$1,000,000 Bodily Injury by Disease – Policy Limit
  - \$1,000,000 Bodily Injury by Disease – Each Employee
1. Deductible: None
  2. Exclusions: The known exclusions for this coverage are set forth on the table attached as EXHIBIT B . This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
  3. Policy Term: The master policy effective date is October 1, 2015. The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

**B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insured, with the total limits of liability reflecting the following:**

- \$ 8,000,000 Bodily Injury and Property Damage Liability
    - \$11,000,000 General Aggregate
    - \$11,000,000 Products and Completed Operations
    - 10 Years Completed Operations
    - Limits are per Project
1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as EXHIBIT B . This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Policy Term:
  - a. The master policy effective date is October 1, 2015- September 30, 2017. The policy is intended to remain in effect for the length of the Project or a maximum of (3) three years, whichever comes first.
  - b. Ten years Products and Completed Operations coverage.

**C. Contractor’s Pollution Liability, is written on an “Occurrence” form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:**

- \$5,000,000 Per Occurrence / \$5,000,000 Policy Aggregate
  - Defense costs included within limits
1. \$10,000 Deductible per Occurrence
  2. **Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.**
  3. Exclusions: The known exclusions for this coverage are set forth on the table attached as EXHIBIT B . This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
  4. Policy Term: The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or a maximum of (3) three years, whichever comes first.

**D. Builder’s Risk** coverage will be in place during the Course of Construction, at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sublimits, property limitations and conditions. Such insurance shall include the interests of the Owner (as named insured) and enrolled Contractors/Subcontractors (as additional insured’s) during the course of Construction. A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

**New Construction & Renovation**

Deductible	Number of Buildings or Structures per Project	Total Insured Value (TIV)	Construction Class

\$5,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	Up to \$15M	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul>
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> </ul>
	Projects with No Vertical Construction (No Buildings or Structures)		<ul style="list-style-type: none"> <li>• Grading - Site Prep Only No Vertical Construction</li> </ul>
\$10,000 Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$15M to \$50M	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul>
	Projects with Single Building or Structure	Up to \$25M	<ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> <li>• Wood Frame</li> </ul>
	Projects with Multiple Building(s) or Structure(s)	Up to \$10M (No single building or structure greater than \$10mm in value)	<ul style="list-style-type: none"> <li>• Wood Frame</li> </ul>
\$25,000*** Deductible:	Projects with Single and Multiple Building(s) or Structure(s)	\$50M & above	<ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul>
	Single Building or Structure Projects	\$25M & above	<ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> </ul>

			• Wood Frame
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\*\*\* Structural and Non Structural Renovation Projects with Single and Multiple Building(s) or Structure(s) – Deductibles are as per above categories, except in the event of Water Damage, where the deductible is \$25,000.....

1. **Contractor shall be responsible for the applicable deductible under the Districts builder’s risk insurance policy for damage to work of Contractor or any Subcontractor of any tier including damage to work of other Contractors caused by Contractor or its Subcontractors. The applicable deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.**
2. Exclusions: The known exclusions for this coverage are set forth on the table attached as EXHIBIT B . This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.
3. Special Conditions: All wood frame only projects are subject to **Protective Safeguards as shown in** EXHIBIT C.
4. Policy Term: The policy term is the term of the project.

E. **OCIP Policies Establish OCIP Coverage.** The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in [section 1.3](#), and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

**1.4 OCIP Certificates and Policies**

All Enrolled Contractors/Subcontractors will receive their own Workers’ Compensation policy. Certificates of Insurance will be furnished for General Liability, Excess Liability and Contractor’s Pollution Liability coverages. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

**1.5 Contractor/Subcontractor Responsibilities**

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

**A. Contractor Eligibility**, see Section 1.1, A for definition.

**B. Enrollment Compliance**

An Eligible Contractor/Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed *Contract Enrollment Form* (see EXHIBIT A ), for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Evidence of Insurance for Contractor/Subcontractor-Provided Insurance Coverage (see Sections 1.7 and 1.8) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in Section 1.4.

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

**C. Contractor/Subcontractor Compliance with Other Forms and Procedures**

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

**1. Project Site Monthly Payroll Report**

Project Site Monthly Payroll Reports (see Exhibit D) must be submitted to the Program Administrator on a monthly basis, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner may withhold payment until the report is received. Contractor/Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

**Workers' Compensation Insurance Rating Bureau Requirements**

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

**2. Contractor's Completion Notice**

*Contractor's Completion Notice* (see Exhibit E) must be submitted to the Program Administrator upon completion of work at the Project, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the

Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

### **3. Project Insurance Manual**

*A Project Insurance Manual* will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

#### **Contractor/Subcontractor Compliance with all aspects of the OCIP**

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all of the administrative, notice, claim reporting, safety, loss control, quality control, insurance and other requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

#### **1.6 OCIP Disclaimer**

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

#### **1.7 Required Contractor/Subcontractor Provided Insurance Coverages**

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

**A. Automobile Liability Insurance Requirements and Limits Are as Follows:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits:

**Enrolled Contractors/Subcontractors**

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$1,000,000	\$1,000,000	Bodily Injury and Property Damage

**Ineligible Contractors/Subcontractors – Not Enrolled**

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$1,000,000	\$1,000,000	Bodily Injury and Property Damage

**B. Workers’ Compensation and Employer’s Liability Insurance Limits:**

Workers’ Compensation –Statutory Benefits - All States  
 Employer’s Liability:  
 \$1,000,000 Bodily Injury each Accident  
 \$1,000,000 Bodily Injury by Disease – Policy Limit  
 \$1,000,000 Bodily Injury by Disease – Each Employee

**C. General Liability Insurance, minimum limits of liability are as follows:**

**Enrolled Contractors/Subcontractors**

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Aggregate

**Ineligible Contractors / Subcontractors – Not Enrolled**

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage
\$2,000,000	\$1,000,000	Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations

Aggregate

\$2,000,000

\$1,000,000

Personal/Advertising Injury Aggregate

**D. Professional Liability Insurance:** If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

\$2,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

**E. Environmental and Asbestos Abatement Coverages:** If the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$1,000,000 per Claim/Aggregate

**F. Aircraft or Watercraft Liability Insurance:** If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$5,000,000 per Claim/Aggregate

**1.8 Required Contractor/Subcontractor Certificates of Insurance and Additional Insured Endorsements**

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.



Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

**Certificate Holder: Galt Joint Union Elementary School District**

c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

**Additional Insured Endorsements:** The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

**Name of Person or Organization: Galt Joint Union Elementary School District**

c/o Statewide Educational Wrap Up Program (SEWUP)  
  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

**1.9 Contractor/Subcontractor Insurance for Personal Property and Equipment**

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

**1.10 Assignment of Return Premiums**

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

**1.11 Waiver of Subrogation and Owner Indemnification**

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.

2. Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

#### **1.12 No Release**

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

#### **1.13 Owner's Right to Audit**

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or it's appointed representatives, as may be required.

#### **1.14 Duties in the Event of a Loss**

Contractors/Subcontractors are required to report any and all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

**In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.**

#### **1.15 Occupational Safety and Health Compliance**

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program

Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

### **1.16 Project Safety Program**

**In addition local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.**

#### **A. Safety Orientation**

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
  - a. The District's site safety requirements.
  - b. Site specific safety hazards and protective measures for these hazards.
  - c. Emergency telephone numbers and procedures.
  - d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

#### **B. Program Management**

1. Each Contractor/Subcontractors shall have the following safety programs:
  - a. Injury and Illness Prevention Plans
  - b. Hazard Communication Programs
  - c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

#### **C. Mandatory 6' Fall Protection**

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
  - a. Steel erection
  - b. Roofing
  - c. Framing
  - d. Decking
  - e. Scaffold work
  - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
  - a. Railings

- b. Covers for Floor, Roof, and Wall Openings
  - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
  - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
  7. The minimum parapet height allowed for fall protection is 42 inches or greater.
  8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
  9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at anytime.
  10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
  11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

#### **D. Site Safety**

**According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:**

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property at all times.
5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only "incidental" contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.

7. All prime contractors must attend the site specific pre-construction meeting.
8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

#### **E. Crane Safety**

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

#### **F. Return to Work:**

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness, but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
  - a. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
  - b. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
  - c. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee to the fullest extent and facilitate the return to work.

- d. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

**1.17 Owner's Insurance Obligations; Contractors'/Subcontractors' Obligations; Representations, Warranties and Disclaimers**

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies.

Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, any and all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP for this Project; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental,

excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future

solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives any and all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

### **1.18 Joint Defense of Claims and Suits Against More Than One Insured**

(a) In the event that a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.


### **1.19 Duty of Care**

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the contract documents.

**NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.**



**EXHIBIT A**

Print Form	Submit Form		<input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Additional Contract <input type="checkbox"/> Change Order <input type="checkbox"/> Short term / T & M		
		<a href="mailto:SEWUP@Keenan.com">SEWUP@Keenan.com</a>			
<b>OCIP Contract Enrollment Form</b>					
Form must be completed by all Contractors/Subcontractors of all new for all initial/new contracts and any additional contracts and/or change orders for each project. If using subcontractors, you may use <b>OCIP Tools Online</b> to report each subcontractor or complete the "Reported Subcontractors" detail on the next page. <b>Parent Contractor is responsible for 100% subcontractor compliance with OCIP requirements as set forth in their contract and the SEWUP Project Insurance Manual.</b>					
District: _____		Project: _____			
<b>CONTRACTOR DETAILS</b>					
Contractor Legal Name: _____		<input type="checkbox"/> Corporation <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> LLC			
DBA or Subsidiary: _____		FEIN#: _____ Contractor License #: _____			
Business Address (Address as listed on Insureds Certificate): _____					
Office Address (if Different from Business Address): _____					
	<u>Contact Name</u>	<u>Phone</u>	<u>Fax</u>		
Main Enrollment Contact _____		_____			
Insurance Contact _____		_____			
Payroll Contact _____		_____			
Site Contact/Project Mgr. _____		_____			
<b>CONTRACT DETAILS</b>					
<input type="checkbox"/> General/Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Tier Subcontractor <input type="checkbox"/> Temp. Labor, Time & Material, or Other    Bid Package #: _____					
Awarding Contractor: _____		Prime Contractor: _____			
Contract Value: _____		Self Performed Work: _____ %    \$ _____    Estimated Payroll: _____			
Est. # of Subcontractors: _____		Subcontracted Work: _____ %    \$ _____			
If using subcontractors, please be sure to complete subcontractor information on next page					
Contract Award Date: _____		Est. Start Date: _____    Est. Completion Date: _____			
Description of Work: _____					
Off-Site Work Performed? <input type="checkbox"/> YES <input type="checkbox"/> NO    If Yes, Description of Off site work: _____					
<b>CONTRACTORS CURRENT INSURANCE INFORMATION</b>					
Insurance Broker or Agency: _____		Agent/Broker Contact: _____			
Phone: _____		Fax: _____    Email: _____			
<b>WORKERS COMPENSATION INSURANCE</b>					
Name of Insurer: _____		WC Policy #: _____    Bureau ID: _____			
Effective From: _____		To: _____    Deductible / SRL: _____    Anniversary Rating Date: _____			
<b>WORKERS COMPENSATION DETAILS (Estimated Project See Payroll Only)</b>					
WC Class Code	WC Class Code Description	Rate	Est. Man Hours	Est. Payroll	Premium
		\$		\$	\$ 0
		\$		\$	\$ 0
		\$		\$	\$ 0
		\$		\$	\$ 0
Was Experience Modifier included in your above WC Class entry? <input type="checkbox"/> YES <input type="checkbox"/> NO		Subtotal: _____		\$	\$ 0
Experience Modifier: _____		Modified Premium: _____		\$	\$ 0
Plus/Minus Rate Deviations or Premium credits: _____				\$	\$ 0
				(Cost A) Total Workers' Compensation Cost:	\$ 0
Attach Copies of Work Group rate pages with enrollment fees.					
Keenan & Associates, 2355 Crenshaw Blvd., Ste. #200, Torrance, CA 90501, Attn: SEWUP, Phone (310) 212-0363, Fax (310) 787-8838, Email SEWUP@keenan.com License # 0451271					



**OCIP Contract Enrollment Form**

**GENERAL & EXCESS LIABILITY INSURANCE**

General Liability Insurer \_\_\_\_\_ General Liability Policy #: \_\_\_\_\_  
 General Liability Effective From: \_\_\_\_\_ To: \_\_\_\_\_ General Liability Deductible: \_\_\_\_\_ or, Retention: \_\_\_\_\_  
 Excess Liability Insurer: \_\_\_\_\_ Excess Liability Policy #: \_\_\_\_\_ Effective From: \_\_\_\_\_ To: \_\_\_\_\_

**GENERAL & EXCESS LIABILITY INSURANCE DETAILS (Include Values related to this project contract)**

Coverage	Classification Description	Based on Payroll, Receipts or Other	Rate	Per \$100 / \$1000 or Other	Total Value (Payroll, receipts, or Other)	Liability Premium
General Liability	1.		\$	\$	\$	\$
	2.		\$	\$	\$	\$
Excess/Umbrella Liability			\$	\$	\$	\$
					(a)+(b) Total Liability Cost:	\$

Attach copies of GL and XL declarations and rate pages with enrollment form.

**TOTAL INSURANCE COST**

(a)+(c) Margin Factor (Apply your Mark-Up Against Current Cost): \$ \_\_\_\_\_  
 (a)+(b)+(c) Total Insurance Cost: \$ \_\_\_\_\_

**EXPECTED SUBCONTRACTORS (If needed, please attach additional sheets including all information requested below.)**

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
 Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
 Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT:  
 1. THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.  
 2. I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM AND ANY APPLICABLE CERTIFICATES OF INSURANCE. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.  
 3. I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE BID SPECIFICATIONS REGARDING THE INSURANCE COVERAGES PROVIDED THROUGH THE OCIP. MY FIRM UNDERSTANDS AND ACCEPTS THE INSURANCE PROVIDED UNDER THIS OCIP.  
 4. MY FIRM AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCIP AND FOLLOW THE ADMINISTRATIVE PROCEDURES AS OUTLINED IN THE BID SPECIFICATIONS

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**

**KNOWN OCIP POLICY EXCLUSIONS**

<b><u>Workers Compensation</u></b>	<b><u>Contractors Pollution Liability</u></b>
Bodily Injury Outside US or Canada	Auto, Aircraft, Vessel Or Rolling Stock
Bodily Injury To Any Member of Flying Crew	Claims Between Certain Insureds
Bodily Injury To Person Subject To Federal Workers' Compensation	Contractual Liability
Bodily Injury To Person Subject To Occupational Disease Laws	Damage To Property
Contractual Liability	Disposal Sites
Employees Knowingly Employed Illegally	Employment Related Practices
Employment Related Practices	Fines, Penalties, and Treble Damages
Intentional or Aggravated Bodily Injury	Hazardous Materials Facility
Obligations Imposed By Disability Benefits or Any Similar Law	Intentional Acts
Obligations Imposed By Occupational Disease Laws	Nuclear
Obligations Imposed By Unemployment Compensation Laws	Other Entities
Obligations Imposed By Workers' Compensation Laws	Pre-Existing Conditions
State or Federal Law Violation Fines, Penalties	Products
	Related Entities and Individuals
<b><u>General Liability</u></b>	Transportation Of Pollutants
Aircraft, Auto or Watercraft	War
Asbestos	Workers Compensation and Similar Laws
Certain Damage To Property	
Certain Damage To Your Work (Partial Carveback)	<b><u>Builders Risk</u></b>
Certain Exclusions To Medical Payments Coverage	Asbestos
Certain Exclusions To Personal and Advertising Injury Liability	Certain Offsite Property
Certified Acts of Terrorism	Certain Release, Discharge, Escape, or Dispersal Of Contaminants
Contractual Liability (limited coverage provided)	Certified Acts of Terrorism (Can be added)
Damage To Impaired or Not Physically Injured Property	Cessation of Work
Damage To Your Product	Contractor's Tools, Machinery, Plans, Equipment
Electronic Data	Cost of Making Good
Employers Liability	Damage To Existing Property (Can be added)
Employment Related Practices	Damage While Testing Prototype or Used Machinery/Equipment
Expected or Intended Injury	Damages, Fines, Penalties At Government Agency or Court Order
Exterior Insulation and Finish Systems (EIFS)	Disappearance or When Revealed By Inventory Shortage Alone
Fungi Or Bacteria	Earth Movement (Optional sublimits can be added)
Lead	Electrical, Magnetic, or Errors Related To Electronic Records
Mobile Equipment	Financial Accounts, Instruments, Stamps, Deeds, Precious Material
Nuclear	Flood (Optional sublimits can be added)
Personal and Advertising Bodily Injury	Foreign Terrorism
Pollution	Infidelity, Dishonesty, Fraudulent Activity Of Insured
Prior Continuous, or Progressively Deteriorating Injury or Damage	Land, values of land, cut, & fill etc. Prior to Project Commencement
Professional Liability	Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Recall of Products, Work Or Impaired Property	Normal Subsidence
Silica or Silica Mixed Dust	Nuclear
Violation of Statutes Governing Collecting, Transmitting Information	Offshore Or Barrier Island Property
Violation of Statutes Governing Email, Fax, Phone Calls	Property That Stores, Processes, or Handles Radioactive Materials
War	Rolling Stock, Aircraft, Watercraft
Workers Compensation and Similar Laws	Software Loss, unless results from an Open Peel
	Vehicles or Equipment Licensed For Highway Use
	War and Military Action
	Standing Timber, Growing Crops, Animals

**EXHIBIT C**

**PROTECTIVE SAFEGUARDS**

**APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:**

**The Builders Risk Policy will not pay for LOSS caused by or resulting from exposures, if the applicable protective safeguards are not maintained during the Builders Risk Policy term of INSURED PROJECT.**

**As a condition precedent to fire, theft, vandalism, and malicious mischief coverage provided by the Builders Risk Policy, the following protective safeguards will be maintained at every INSURED PROJECT site of Wood Frame construction insured by the Builders Risk Policy..**

- 1. Fencing - The entire INSURED PROJECT site shall be surrounded with a six foot chain link fence suitably anchored in the ground and placed a reasonable distance from the insured property. Gates through the chain link fence shall be securely locked during non-working hours.**
- 2. Lighting - The entire INSURED PROJECT site shall be illuminated from sunset to sunrise, each day.**

**EXHIBIT D**



**PROJECT SITE MONTHLY PAYROLL REPORT**  
Due on the 10<sup>th</sup> of each month (for previous month labor)

District Name: \_\_\_\_\_ Bid Pkg. #: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ REPORT # \_\_\_\_\_  
(For your Firm's use)

Reporting Month: \_\_\_\_\_ Example Feb-2006  
 Company Name: \_\_\_\_\_ Db Name: \_\_\_\_\_  
 Under Contract With: \_\_\_\_\_ SEWUP Site Code\*: \_\_\_\_\_

\*SEWUP Site Code can be found on Accident Claim Reporting Guide or Certificate of Insurance issued for this project, under the Description of Operations section.

Workers' Compensation Class Code	Description	On-site man hours	Payroll*
<b>TOTAL</b>		0.00	\$0.00

**Is this your final payroll report?**     YES     NO

If Yes, submit final report with Contract Completion Notice. If this is not your final report, payroll must be submitted each month until contract work is complete. If there is no on site labor, 0 hours must be reported and submitted.

**I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Only report payroll for work performed on-site. Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). Payroll/remuneration that is taxable to employee and paid by your company, is reported to WCIRB.

Keenan & Associates  
SEWUP Department  
2355 Cranshaw Blvd., Ste. #200,  
Tomarco, CA 90501  
Phone (310) 212-3344, Fax (310) 787-8838

[SUBMIT\\_SEWUP@KEENAN.COM](mailto:SUBMIT_SEWUP@KEENAN.COM)



**EXHIBIT E**

Save Form

Submit Form

[Sewup@keenan.com](mailto:Sewup@keenan.com)



**Contractor's Completion Notice**

District Name \_\_\_\_\_

Project Name \_\_\_\_\_

**IMPORTANT NOTIFICATION – PLEASE READ**

*Contractor and Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contract value (if different from initial contract value).*

Contractor/Subcontractor Legal Name: \_\_\_\_\_

Contractor/Subcontractor dba Name: \_\_\_\_\_

Address: \_\_\_\_\_

Site Location Code/  
Contract Number: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Start Date on Site: \_\_\_\_\_ Last Day on Site\*: \_\_\_\_\_

*\*This would include work performed on final closeout or punch-list items and should not include warranty work.*

Parent Contractor  
(Company Name): \_\_\_\_\_

Parent Contractor  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature  
(Parent Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/Subcontractor  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature  
(Contractor/Subcontractor): \_\_\_\_\_ Date: \_\_\_\_\_

## **Article 25 INDEMNIFICATION**

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any act, omission, breach, or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

## **Article 26 LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of the Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in the Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations and 2016 California Building Code Section 11B Accessibility.

## **Article 27 PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under the jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

- c. Before acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

#### **Article 28 INSPECTION FEES FOR PERMANENT UTILITIES**

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 for by District. Contractor shall be responsible for arranging the payment of such fees, but 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.

#### **Article 29 EASEMENTS**

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the District, unless otherwise specified.

#### **Article 30 SURVEYS**

Surveys to determine location of property lines and corners will be supplied by the District. Surveys to determine locations of construction, grading, and site work shall be provided by the Contractor.

#### **Article 31 EXCISE TAXES**

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

#### **Article 32 PATENTS, ROYALTIES, AND INDEMNITIES**

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

#### **Article 33 MATERIALS**

- a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.



- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due to Contractor in the hands of the District, and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

**Article 34 SUBSTITUTION AFTER CONTRACT IS AWARDED**

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Refer to Section 19 of the Information for Bidders.

**Article 35 SHOP DRAWINGS**

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own Work or in that of any other contractor, subcontractor, District, 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 required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. 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. **Note: All shop drawings shall be submitted through e-mail, or uploaded to an Electronic Submittal Exchange, or to the District's cloud-based Project Management website. Paper copies are not required.**

- b. Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with the design concept of the Project and compliance with information given in the Contract Documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called the District's attention to such deviations at time of submission and has secured his written approval. The District's approval of such drawings and schedules also shall not relieve Contractor from responsibility for errors in shop drawings or schedules. 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 the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review. **Note: All shop drawings shall be submitted through e-mail, or uploaded to an Electronic Submittal Exchange, or to the District's cloud-based Project Management website. Paper copies are not required.**

#### **Article 36 SUBMITTALS**

- a. Contractor shall furnish for approval, within eight (8) days following award of the Contract, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this Contract. **Note: All submittals and logs shall be submitted through e-mail, or uploaded to an Electronic Submittal Exchange, or to the District's cloud-based Project Management website.**
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the Project. **Contractor shall submit all samples within 20 days of Notice to Proceed** and late submittals of samples shall not be grounds for delays to the Project Schedule or any claim against the District.
- c. This provision shall not authorize any extension of time for performance of this Contract. The District representative will check and approve such samples only for conformance with the design concept of the Work and for compliance with information given in Contract Documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment ten (10) days is an insufficient amount of time to permit adequate review, District shall, within the initial ten (10) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- d. If the District's response results in a change in the Project, then such change shall be effected by a written change order.

#### **Article 37 CLOSEOUT SUBMITTALS**

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the technical specifications. The final payment

will not be made until the District representative has had an opportunity to review and accept the required documents. **Note: All O&M's, As-Built Drawings, and closeout documents shall be submitted through e-mail, or uploaded to an Electronic Submittal Exchange, or to the District's cloud-based Project Management website.**

#### **Article 38 COST BREAKDOWN AND PERIODICAL ESTIMATES**

- a. Contractor shall furnish on forms approved by District:
  1. Within ten (10) calendar days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;
  2. A periodical itemized estimate of work done for the purpose of making partial payments thereon; and
  3. Within ten (10) calendar days of request by District, a schedule of estimated monthly payments which shall be due him under the Contract.
- b. Values employed in making up any of these schedules will be used only for determining basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract price.

#### **Article 39 PAYMENTS AND RETENTION**

- a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request, the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven (7) days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by the District and filed before the fifth (5<sup>th</sup>) 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 operate to release Contractor or any bondsman from damages arising from such Work or from enforcing each and every provision of this Contract and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for Work performed so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains uncomplished with.
- b. The final payment of five percent (5%) of the value of work done under this Contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the Work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:

1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
  2. The acceptance by the public agency, or its agent, of the work of improvement. For purposes of this Contract, the acceptance by the District means acceptance made only by an action of the governing body of District in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
  3. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
  4. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- c. This Contract is subject to the provisions of Public Contract Code section 7107.
- d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- e. Whenever any part of the Work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the Project.

#### **Article 40 PAYMENTS WITHHELD**

In addition to amounts which the District may retain under other provisions of the Contract Documents, the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Payment Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.

- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under the Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

#### **Article 41      CHANGES AND EXTRA WORK**

##### **a. Change Order Work.**

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) District Initiated Change: The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) days.
- 4) Contractor Initiated Change: The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents

within seven (7) days of discovery of the facts giving rise to the proposed change order.

- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District and follow the detailed breakdown/unit-cost method as in the initial bid.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) day period (or as requested), the District has the right to order the Contractor in writing to commence the Work immediately on a force account basis and/or issue a lump sum change to the Contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
  - (a) Labor: The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
  - (b) Materials: The cost of materials reported shall be at invoice or the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) days of delivery, then the District Representative shall determine the materials cost, at its sole discretion.
  - (c) Tool and Equipment Use: No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
  - (d) Overhead, Profit and Other Charges: The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

- i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
  - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
  - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
  - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the general contractor may add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
  - iv. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty (20%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in the Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or

time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

#### **Article 42 DEDUCTIONS FOR UNCORRECTED WORK**

If District deems it inexpedient to correct work injured or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefore.

#### **Article 43 PAYMENTS BY CONTRACTOR**

Contractor shall pay:

- a. For all transportation and utility services, not later than the 20th day of the calendar month following that in which such services are rendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project and balance of cost thereof not later than the 30th day following completion of that part of Work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein. The Contractor shall, by appropriate agreement with each subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

#### **Article 44 CONTRACTOR'S SUPERVISION**

- a. Unless personally present on the premises where the Work is being done, Contractor shall keep on the Work, during its progress, a competent full-time job (project) foreman satisfactory to District. The job foreman shall not be changed except with the written consent of the District unless the job foreman proves to be unsatisfactory to the District or Contractor and ceases to be in his employ. The job foreman shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- b. Contractor shall give efficient supervision to the Work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all



drawings, specifications, project schedules, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the Contract Documents or other instructions by the District.

- c. Contractor shall keep Daily Reports and include, at least, the following information: Weather, Workers present, Materials delivered, RFI's submitted, Clarifications received, and any other pertinent information related to the Project. Daily Reports shall be submitted to the District's representative weekly by uploading to Submittal Exchange (the District's cloud-based project management tool). Failure to provide these reports may cause delays in payments to Contractor.

#### **Article 45 LABOR COMPLIANCE MONITORING AND ENFORCEMENT**

- a. Contractor/Subcontractor Registration. A Contractor or Subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.
- b. Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and Subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. Contractor and each Subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner.
- c. Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

#### **Article 46 DOCUMENTS ON WORK**

- a. Contractor shall keep one copy of all Contract Documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the Contract, which are a part of Contract Documents, on the job at all times. Said documents shall be kept in good order and shall be available to the District and District representative. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this Project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations

provisions relating to this project, particularly Titles 17, 19, 21 and 24.)

- d. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request by the District.

#### **Article 47 RECORD ("AS BUILT") DRAWINGS**

- a. 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 to do its own as-builts. The trade 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 the District's representative or the District. 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.
- b. Contractor shall note related change order numbers where applicable. 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. Monthly progress payments to the contractor shall only be made if As-Built's are kept current. This shall be verified by the DSA Project Inspector and written confirmation given to the District's Construction Manager. Failure to keep As-Built's current may result in delay of payments.
- c. At the end of the Project, the Contractor shall provide the District representative and the Architect of Record 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 the District's representative or District. 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.

#### **Article 48 UTILITY USAGE**

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by the District. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the Work. Upon completion of the Work, Contractor shall remove all temporary distribution systems.
- b. If applicable, all permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When the District begins using the Project, charges over and above power actually used for construction will be the responsibility of the District.

## **Article 49     SANITARY FACILITIES**

The District shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other sanitary facilities required by CAL-OSHA shall be the responsibility of the Contractor.

## **Article 50     TRENCHES AND EXCAVATION**

- a. Trenches and Excavations Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the site prior to the commencement of any excavation.
  
- b. Trenches and Excavations Deeper than Four Feet. If Work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
  - 1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - 2) Subsurface or latent physical conditions at the site differing from those indicated, including geological, soils, or water table issues that impede construction or increase the construction cost.
  - 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in these General Conditions. If asbestos-related work or hazardous substance removal is required that is not disclosed in the Contract 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 be amended from time to time.

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. 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 parties.

#### **Article 51 PROTECTION OF WORK AND PROPERTY**

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence arising from or in connection with the prosecution of this Contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and the Contract Documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of his organization on the Work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to the District by Contractor.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
  1. Enclose the working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which so as to not interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
  2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
  3. Deliver materials to the building area over a route designated by the District.

4. When directed by the District, take preventive measures to eliminate objectionable dust.
5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber the premises with his materials. Contractor shall enforce all instructions of the District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work comply with all regulations while on the construction site.
6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, licensed in the State of California, at no cost to the District.

#### **Article 52 LAYOUT AND FIELD ENGINEERING**

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the District. Any required "as-built" drawings of site development shall be prepared by the a qualified civil engineer or land surveyor licensed in California and approved by the District.

#### **Article 53 REMOVAL OF HAZARDOUS MATERIALS**

- a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the Contract Documents, the District shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.
- b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District and Contractor, or by resolution pursuant to Article 71.

#### **Article 54 CUTTING AND PATCHING**

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as District may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.

- c. 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 consent or at the direction of the District.

**Article 55 CLEANING UP**

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this Work. Contractor shall not leave debris under, in, or about the premises. Upon completion of the Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. See Special Conditions for additional requirements and instructions.

**Article 56 CORRECTION OF WORK BEFORE FINAL PAYMENT**

- a. Contractor shall promptly remove from the premises all Work condemned by District as failing to conform to the Contract Documents, whether incorporated or not. Contractor shall promptly replace and re-execute his own Work to comply with contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned Work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

**Article 57 ACCESS TO WORK**

District and its representatives shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that the District's representatives may perform their functions under the Contract.

**Article 58 OCCUPANCY**

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of the Work covered by this Contract.

**Article 59 DISTRICT'S INSPECTOR**

- a. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.

- b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. District shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of Work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct his employees accordingly.

#### **Article 60 TESTS AND INSPECTIONS**

- a. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or approved, Contractor shall provide the District Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of the manufacturing of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacturing of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of the Work may be ordered by the District. If so ordered, the Work must be uncovered or deconstructed by Contractor. If the Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

#### **Article 61 SOILS INVESTIGATION REPORT**

Unless otherwise specifically provided, when a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this Contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information

obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the Contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by the District or its representatives that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the Contract Documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by the District or its representatives that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine the means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Agreement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

**Article 62 DISTRICT'S STATUS**

- a. In general and where appropriate and applicable, the District's Construction Manager shall be the District's representative during the construction period and shall observe the progress and quality of the Work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the Contract Documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the Contract Documents.
- b. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this Contract.

**Article 63 DISTRICT'S DECISIONS**

Contractor shall promptly notify the District in writing if the District fails within a reasonable time, to make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Work.

**Article 64 PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

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



**Article 65 LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

**Article 66 ASSIGNMENT OF ANTITRUST ACTIONS**

Pursuant to Public Contract Code Section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the 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, section 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 the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

**Article 67 SUBSTITUTION OF SECURITY**

- a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the Contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
  2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
  3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:
    - (a) The amount of securities to be deposited,
    - (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,
    - (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop payment notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
    - (d) Decrease in value of securities on deposit,
    - (e) The termination of the escrow upon completion of the contract.

4. The Contractor shall obtain the written consent of the surety to such agreement.
5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

**Article 68 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION**

- a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this Contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount.
- b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by the Permit. Contractor shall provide copies of all reports and monitoring information to the District.
- 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 a 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 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 negligence or willful misconduct of the District, its Board members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the Contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with the Permit.

**Article 69 RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS**

- a. For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of

article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").

- b. For purposes of Article 1.5, "public work" has the same meaning as in sections 3100 and 3106 of the Civil Code. "Claims" means a separate demand by Contractor for a time extension, or payment of money or damages for work done by or for Contractor, payment for which is not otherwise expressly provided in the Contract or to which Contractor would not otherwise be entitled, or a payment disputed by District.
- c. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000 claims or within thirty (30) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- d. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.
- e. If a civil action is filed to resolve claims, within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- f. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil

Discovery Act of 1986 (title 4 [commencing with section 2016.010] of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.

- g. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award or judgment.
- h. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

**Article 70 RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF \$375,000**

- a. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article 72. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- b. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- c. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filing, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- d. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- e. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists

furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.

- f. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- g. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- h. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- i. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- j. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- k. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- l. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

- m. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.
- n. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

#### **Article 71 GOVERNING LAW AND VENUE**

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in Trinity County.

#### **Article 72 FINGERPRINTING**

The determination of fingerprinting requirements are set forth in the Special Conditions.

- (a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving **More than Limited Contact with Students**.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility where the Contractor and/or Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contact with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and monitoring of the Contractor and/or Contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

- (b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving **Only Limited Contact With Students**.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements

of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor and/or Contractor's employees shall not change locations without contacting the school office; (4) Contractor and Contractor's employees shall not use student restroom facilities; and (5) If Contractor and/or Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

#### **Article 73 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS**

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with applicable Regional Water Quality Control Board Resolutions and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

#### **Article 74 NO ASBESTOS**

- a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
- b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:
  1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).
  2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.
  3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- c. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its District and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

#### **Article 75 DISABLED VETERANS PARTICIPATION GOALS AND RECORD RETENTION**

- a. In accordance with Education Code section 17076.11, the District may have a participation goal for disabled veteran business enterprises ("DVBE") of at least 3 percent per year of the overall dollar amount of funds allocated to the District by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act of 1998 for construction or modernization and expended each year by the District. Prior to, and as a condition precedent for final payment under any contract for such Project, the Contractor may need to provide appropriate documentation to the District identifying the amount paid to disabled veteran business enterprises in conjunction with the contract, so that the District can assess its success at meeting this goal.
- b. The Contractor agrees that, for all contracts subject to DVBE participation goals, the State and the District have the right to review, obtain and copy all records pertaining to performance of the Contract in accordance with DVBE requirements. The Contractor agrees to provide the State or the District with any relevant information requested and shall permit the State and/or the District access to its premises upon reasonable notice for purposes of interviewing employees and inspecting records. The Contractor agrees to maintain such records for a period of three years after final payment under the contract.

#### **Article 76 NOTIFICATION OF THIRD PARTY CLAIMS**

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this Contract, and the District may charge back to the Contractor the cost of any such notification.

#### **Article 77 DRUGS, TOBACCO, ALCOHOL, ANIMALS**

The Contractor shall prohibit and take all steps necessary to ensure that its and its subcontractors' employees do not possess, consume, or work under the influence of any



alcohol, tobacco or illegal drugs while on the Project site. The Contractor shall take all necessary steps to ensure that its and its subcontractor's employees comply with all applicable District policies and directives relating to appearance and behavior on school sites and/or District property. The Contractor shall prohibit and prevent its employees and subcontractor's employees from bringing any animal onto the Project.

**END OF GENERAL CONDITIONS DOCUMENT**

## **Section 5**

# **Special Conditions**

for

## **River Oaks Elementary School Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

## SPECIAL CONDITIONS

- A. **Time of Performance.** The Contractor shall mobilize and commence work on the Project on the date specified in the Agreement. The Contractor shall complete the project within the period specified in the Agreement and in accordance with the Project Master and Progress Schedules for the Project developed by the District. Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the entire Project and agrees to timelines for the disciplines in the Agreement.

Work under this Contract shall be scheduled and coordinated in compliance with the following:

1. **All work shall be performed after school hours, during staff development days and weekends.**
2. The anticipated date of the award of the Contract is **September 27, 2018.**
3. Bid submittals are due on **September 10, 2018**
4. **Substitutions to Specified Materials, Processes, or Articles Prior to Bid Submittal:** Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District no later than 5 days prior to bid date. After reviewing the request, the District will respond with its decision to all parties who have received a bid package. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The Bidder shall bear all of the District's costs associated with the review of substitution requests.
5. Contractor shall complete work under this agreement as identified in the Scope of Work and Drawings and Specifications, or as arranged by the Construction Manager.
6. The Contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to Article 13 of the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled.

If the site will not be available after the scheduled start date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

- B. **Future Work:** All future work awarded from this bid shall be coordinated with the District's Construction Manager or his designee and the Contractor. No work shall be started until scheduling has been agreed upon by all parties.
- C. **Liquidated Damages – Contract Submittals:** If the executed Contract and required bonds and certificates of insurance, if applicable, are not received by the District prior to the scheduled start date, the agreed liquidated damages established in Article 6 of the General Conditions is Two Hundred Fifty Dollars (\$250.00) per day for each calendar date the start date is delayed.
- D. **Documents Furnished.** The number of copies of Drawings and Specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1). The cost for additional copies of the drawings shall be borne by the Contractor.
- E. **Bonds.** Contractor shall provide (i) a bid bond or cashier's check payable to Mountain Valley Unified School District in the amount not less than the total amount of the bid; (ii) a payment bond in the amount of one hundred percent (100%) of the total amount of the Contract Price or as specified in the Information for Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the Contract Price or as specified in the Information for Bidders.
- F. **Insurance.** As provided in General Conditions, Contractor shall follow direction and procedure with the Owner Provided Insurance Program (OCIP).
- G. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is two (2).
- H. **License Classification:** Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification(s), including but not restricted to: **California C39 license in good standing.**
- I. **Certification Requirements:** The Contractor or subcontractor must be certified by the factory or manufacturer to install any equipment or other products that may require a certification. Such certifications must be obtained prior to submittal of the bid.
- J. **Fingerprinting:**

Pursuant to the provisions of Article 72 of the General Conditions, the District Determination of Fingerprinting Requirement Application is as follows:

- a. The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:
  - 1.  X  are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 72 of the General Conditions. Fingerprinting and criminal background checks are required for this project.
  - 2. \_\_\_\_\_ are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 72 of the General Conditions.

- K. **Cleaning Up:** Pursuant to the specific provisions of Article 55 "Cleaning Up" of the General Conditions, the Contractor is responsible at all times to keep the premises free from debris, waste, rubbish and excess materials and dispose of it in disposal site in accordance with provisions of existing law. The Contractor acknowledges and understands that the Project work hereunder is to be performed on existing and functioning school facilities. The Contractor hereby acknowledges and agrees that if and/or when the Contractor fails to fulfill its clean-up responsibility on a daily basis, the District will undertake to authorize additional regular work or overtime work by its own maintenance and/or custodial employees to keep the premises free from debris, waste and rubbish by authorizing regular and/or overtime work for its maintenance and/or custodial employees. This work time shall be charged back to the Contractor and deducted from the Contractor's progress payments and/or final payment at the base rate of **\$22.00 per hour for regular time and \$33.00 per hour for overtime**. The Contractor will not be notified in advance of any such cleanup of the premises to be performed by the District's employees unless the number of hours required in any work week for such cleanup of the premises by District employees is both anticipated and estimated by the District to exceed five (5) total weekly hours of either the regular or overtime rates specified herein or the combined regular and overtime rates specified herein.
- L. **Time of Work Restrictions.** The worksites will be available Monday through Sunday, from 7 AM to 7 PM. This schedule is subject to change as the needs of the District require, and would be scheduled with the District's Construction Manager or his designee.

### SCOPE OF WORK

The Galt Joint Union elementary School District is seeking bids for **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20**. The Scope of Work includes rehabilitation and modernization of Existing facilities as per plans and specifications, addenda, clarifications, etc. Please refer to the Drawings and Specifications for further details. as further detailed in the Bid Package, which is incorporated herein by reference.

### PROJECT SCHEDULE

Anticipated Start Date: **October 01, 2018**

Completion Date: **December 31, 2018**

## Section 6

# Bid Package 2018.1.6.20

for

## River Oaks Elementary School Fire, Intrusion Alarm Up-Grade

for the

Galt Joint Union Elementary School District

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

The Drawings and Specifications prepared by PBK Architects are available electronically, at the District's Project Management site – Submittal Exchange. Contractor to request access for this site.

**Project Plans and Specifications are available, electronically, upon request to the District's Administrative Assistant to District Business Department at (209) 744-4550 Ext, 315**

**DSA Application #: 02-116659**

## **Section 7**

# **Certifications**

for

**River Oaks Elementary School  
Fire, Intrusion Alarm Up-Grade**

for the

**Galt Joint Union Elementary School District**

September 10, 2018

**Kevin Sellstrom**, Maintenance and Operations Supervisor  
Galt Joint Union Elementary School District

**WORKERS' COMPENSATION CERTIFICATION**

Labor Code section 3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

(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.)



### DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **Galt Joint Union Elementary School District** (hereinafter referred to as the "District" and **Van den Bos Electric Inc.** (hereinafter referred to as the ("Contractor") for the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** (hereinafter referred to as the "Project." This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency under California law and requires all contractors on public works projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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 their 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; and
  - 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 the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my workplace;
- B. Establishing a drug-free awareness program; and

- C. Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

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

\_\_\_\_\_  
Title

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of California

(Seal)

My Commission Expires: \_\_\_\_\_

**ASBESTOS-FREE MATERIALS CERTIFICATION**

The undersigned declares that he or she is the person who executed the bid for the **River Oaks Elementary School – Fire, Intrusion Alarm Up-Grade – Bid Package 2018.1.6.20** (the “Project”), and submitted it to the **Galt Joint Union Elementary School District** (the “District” on behalf of **Van den Bos Electric Inc.** (the “Contractor”).

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 materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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 \_\_\_\_\_,  
20\_\_\_\_ at \_\_\_\_\_.

\_\_\_\_\_  
Name of Contractor (Print or Type)

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

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

\_\_\_\_\_  
Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public in and for  
the State of California

(Seal)

My Commission Expires: \_\_\_\_\_

**CONTRACTOR FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the Galt Joint Union Elementary School District ("District") as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with \_\_\_\_\_ pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

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

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

\_\_\_\_\_ The Work on the Contract is at an unoccupied site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

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

Proper Name of Contractor: \_\_\_\_\_

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

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

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

**BIDDER'S ACKNOWLEDGEMENT OF PROJECT SCHEDULE**

The undersigned acknowledges that he/she has carefully and thoroughly reviewed the Project Schedule, included herein and made a part of the Contract Documents.

The undersigned fully understands the manpower requirements necessary to complete the project in accordance with the Project Schedule and agrees to furnish all labor, materials and equipment necessary, upon District acceptance of bidder's proposal, to fully comply with this schedule. The undersigned agrees to comply with any and all adjustments to the schedule, as may be directed by the District or its representative, and which may be required to ensure project completion as stipulated in the Contract Documents.

The undersigned acknowledges that failure to comply with the above could result in delays to other contractors, whose bona fide and substantiated cost impacts due to said delays may be borne by the undersigned.

ACKNOWLEDGED AND AGREED:

DATE: \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

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

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION**

I am aware of and hereby certify that neither \_\_\_\_\_ nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. I further agree that I will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offeror/contractor or any lower participant is unable to certify this statement, it shall attach an explanation to this solicitation proposal.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal of the above named bidder on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the purposes of submission of this bid.

(Corporate Seal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

As the awardee under this Bid, I hereby certify that the above certification remains valid as of the date of contract award, specifically, as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the purposes of award of this contract.

(Corporate Seal)

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Galt Joint Union Elementary School District

1018 C Street, Suite 210, Galt, CA 95632  
209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.934</b> Board Consideration of Approval of GJUESD Actuarial Study of Retiree Health Liabilities Under GASB 74/75
<b>Presenter:</b> Lois Yount	<b>Action Item:</b> XX <b>Information Item:</b>
<p>The District's last actuarial study was prepared under Governmental Accounting Standards Board (GASB) 43/45 and is now required to use GASB 74/75 due to changes in the financial reporting requirements for Other Post-Employment Benefits (OPEB). GASB 45 and GASB 75 serve the same purpose and report how the liability is disclosed on the financial statements.</p> <p>Accounting principles provide that the cost of retiree benefits should be "accrued" over employees' working lifetime. For this reason, GASB issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current of future retirees.</p> <p>This actuarial study of retiree health liabilities provided by Total Compensation Systems, Inc. and completed on August 31, 2018 meets the District's legal obligation under (GASB) 74/75.</p> <p><b>Facts regarding the District's retiree health benefits:</b></p> <ul style="list-style-type: none"> <li>• Our benefits are "capped" meaning that we provide a defined dollar amount to our employees/retirees to pay for benefits.</li> <li>• Our benefits have a limited eligibility period.</li> <li>• As of 1992, we no longer have active employees that are eligible for GJUESD limited "lifetime" health benefits.</li> <li>• We include a retiree representative on the District insurance committee to monitor and assist in our approach to health care benefits.</li> <li>• Our "pay as you go" for this year is budgeted at \$151,867.</li> </ul>	

**Galt Joint Union Elementary School District  
Actuarial Study of  
Retiree Health Liabilities Under GASB 74/75  
Valuation Date: June 30, 2018  
Measurement Date: June 30, 2018**

*Prepared by:  
Total Compensation Systems, Inc.*

*Date: August 31, 2018*



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**Galt Joint Union Elementary School District  
Actuarial Study of Retiree Health Liabilities**

**PART I: EXECUTIVE SUMMARY**

**A. Introduction**

Galt Joint Union Elementary School District engaged Total Compensation Systems, Inc. (TCS) to analyze liabilities associated with its current retiree health program as of June 30, 2018 (the measurement date). The numbers in this report are based on the assumption that they will first be used to determine accounting entries for the fiscal year ending June 30, 2018. If the report will first be used for a different fiscal year, the numbers may need to be adjusted accordingly.

This report does not reflect any cash benefits paid unless the retiree is required to provide proof that the cash benefits are used to reimburse the retiree's cost of health benefits. Costs and liabilities attributable to cash benefits paid to retirees are reportable under applicable Governmental Accounting Standards Board (GASB) Standards.

This actuarial study is intended to serve the following purposes:

- To provide information to enable Galt Joint Union ESD to manage the costs and liabilities associated with its retiree health benefits.
- To provide information to enable Galt Joint Union ESD to communicate the financial implications of retiree health benefits to internal financial staff, the Board, employee groups and other affected parties.
- To provide information needed to comply with Governmental Accounting Standards Board Accounting Standards 74 and 75 related to "other postemployment benefits" (OPEB's).

Because this report was prepared in compliance with GASB 74 and 75, Galt Joint Union ESD should not use this report for any other purpose without discussion with TCS. This means that any discussions with employee groups, governing Boards, etc. should be restricted to the implications of GASB 74 and 75 compliance.

This actuarial report includes several estimates for Galt Joint Union ESD's retiree health program. In addition to the tables included in this report, we also performed cash flow adequacy tests as required under Actuarial Standard of Practice 6 (ASOP 6). Our cash flow adequacy testing covers a twenty-year period. We would be happy to make this cash flow adequacy test available to Galt Joint Union ESD in spreadsheet format upon request.

We calculated the following estimates separately for active employees and retirees. As requested, we also separated results by the following employee classifications: Certificated Management, Certificated, Classified and Classified Management. We estimated the following:

- the total liability created. (The actuarial present value of projected benefits or APVPBP)
- ten years of projected benefit payments.
- the "total OPEB liability (TOL)." (The TOL is the portion of the APVPBP attributable to employees' service prior to the measurement date.)

## Total Compensation Systems, Inc.

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- the “net OPEB liability” (NOL). For plans funded through a trust, this represents the unfunded portion of the liability.
- the service cost (SC). This is the value of OPEB benefits earned for one year of service.
- deferred inflows and outflows of resources attributable to the OPEB plan.
- “OPEB expense.” This is the amount recognized in accrual basis financial statements as the current period expense. The OPEB expense includes service cost, interest and certain changes in the OPEB liability, adjusted to reflect deferred inflows and outflows. This amount may need to be adjusted to reflect any contributions received after the Measurement Date.
- Amounts to support financial statement Note Disclosures and Required Supplementary Information (RSI) schedules.

We summarized the data used to perform this study in Appendix A. No effort was made to verify this information beyond brief tests for reasonableness and consistency.

All cost and liability figures contained in this study are estimates of future results. Future results can vary dramatically and the accuracy of estimates contained in this report depends on the actuarial assumptions used. Service costs and liabilities could easily vary by 10 - 20% or more from estimates contained in this report.

### **B. General Findings**

We estimate the "pay-as-you-go" cost of providing retiree health benefits in the year beginning July 1, 2018 to be \$151,867 (see Section IV.A.). The “pay-as-you-go” cost is the cost of benefits for current retirees.

For current employees, the value of benefits "accrued" in the year beginning July 1, 2018 (the service cost) is \$330,222. This service cost would increase each year based on covered payroll. Had Galt Joint Union ESD begun accruing retiree health benefits when each current employee and retiree was hired, a substantial liability would have accumulated. We estimate the amount that would have accumulated to be \$4,856,415. This amount is called the "Total OPEB Liability" (TOL).

Based on the information we were provided, the OPEB Expense for the fiscal year ending June 30, 2018 is \$495,800. As noted in this report adjustments may be needed – particularly if the reporting date is not the same as the measurement date.

We based all of the above estimates on employees as of May, 2018. Over time, liabilities and cash flow will vary based on the number and demographic characteristics of employees and retirees.

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## C. Description of Retiree Benefits

Following is a description of the current retiree benefit plan:

	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Benefit types provided	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision	Medical, dental and vision
Duration of Benefits	5 years but not beyond age 65*	5 years but not beyond age 65	To age 65	5 years but not beyond age 65*
Required Service	20 years	20 years	20 years	20 years
Minimum Age	55	55	60	55
Dependent Coverage	Yes	Yes	No	Yes
District Contribution %	100%	100%	100%	100%
District Cap	\$7620 per year	\$7620 per year	\$8400 per year	\$7620 per year

\*Hired before 6/15/92 entitled to lifetime benefits

## D. Recommendations

It is outside the scope of this report to make specific recommendations of actions Galt Joint Union ESD should take to manage the liability created by the current retiree health program. Total Compensation Systems, Inc. can assist in identifying and evaluating options once this report has been studied. The following recommendations are intended only to allow the District to get more information from this and future studies. Because we have not conducted a comprehensive administrative audit of Galt Joint Union ESD’s practices, it is possible that Galt Joint Union ESD is already complying with some or all of our recommendations.

- We recommend that Galt Joint Union ESD maintain an inventory of all benefits and services provided to retirees – whether contractually or not and whether retiree-paid or not. For each, Galt Joint Union ESD should determine whether the benefit is material and subject to GASB 74 and/or 75.
- We recommend that Galt Joint Union ESD conduct a study whenever events or contemplated actions significantly affect present or future liabilities, but no less frequently than every two years, as required under GASB 74/75.
- Under GASB 75, it is important to isolate the cost of retiree health benefits. Galt Joint Union ESD should have all premiums, claims and expenses for retirees separated from active employee premiums, claims, expenses, etc. To the extent any retiree benefits are made available to retirees over the age of 65 – ***even on a retiree-pay-all basis*** – all premiums, claims and expenses for post-65 retiree coverage should be segregated from those for pre-65 coverage. Furthermore, Galt Joint Union ESD should arrange for the rates or prices of all retiree benefits to be set on what is expected to be a self-sustaining basis.
- Galt Joint Union ESD should establish a way of designating employees as eligible or ineligible for future OPEB benefits. Ineligible employees can include those in ineligible job classes; those hired

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after a designated date restricting eligibility; those who, due to their age at hire cannot qualify for District-paid OPEB benefits; employees who exceed the termination age for OPEB benefits, etc.

- Several assumptions were made in estimating costs and liabilities under Galt Joint Union ESD's retiree health program. Further studies may be desired to validate any assumptions where there is any doubt that the assumption is appropriate. (See Appendices B and C for a list of assumptions and concerns.) For example, Galt Joint Union ESD should maintain a retiree database that includes – in addition to date of birth, gender and employee classification – retirement date and (if applicable) dependent date of birth, relationship and gender. It will also be helpful for Galt Joint Union ESD to maintain employment termination information – namely, the number of OPEB-eligible employees in each employee class that terminate employment each year for reasons other than death, disability or retirement.

Respectfully submitted,



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## PART II: BACKGROUND

### A. Summary

Accounting principles provide that the cost of retiree benefits should be “accrued” over employees' working lifetime. For this reason, the Governmental Accounting Standards Board (GASB) issued in June of 2015 Accounting Standards 74 and 75 for retiree health benefits. These standards apply to all public employers that pay any part of the cost of retiree health benefits for current or future retirees (including early retirees), whether they pay directly or indirectly (via an “implicit rate subsidy”),

### B. Actuarial Accrual

To actuarially accrue retiree health benefits requires determining the amount to expense each year so that the liability accumulated at retirement is, on average, sufficient (with interest) to cover all retiree health expenditures without the need for additional expenses. There are many different ways to determine the annual accrual amount. The calculation method used is called an “actuarial cost method.”

The actuarial cost method mandated by GASB 75 is the “entry age actuarial cost method”. Under this method, there are two components of actuarial cost – a “service cost” (SC) and the “Total OPEB Liability” (TOL). GASB 75 allows certain changes in the TOL to be deferred (i.e. deferred inflows and outflows of resources).

The service cost can be thought of as the value of the benefit earned each year if benefits are accrued during the working lifetime of employees. Under the entry age actuarial cost method, the actuary determines the annual amount needing to be expensed from hire until retirement to fully accrue the cost of retiree health benefits. This amount is the service cost. Under GASB 75, the service cost is calculated to be a level percentage of each employee's projected pay.

The service cost is determined using several key assumptions:

- The current ***cost of retiree health benefits*** (often varying by age, Medicare status and/or dependent coverage). The higher the current cost of retiree benefits, the higher the service cost.
- The ***“trend” rate*** at which retiree health benefits are expected to increase over time. A higher trend rate increases the service cost. A “cap” on District contributions can reduce trend to zero once the cap is reached thereby dramatically reducing service costs.
- ***Mortality rates*** varying by age and sex. (Unisex mortality rates are not often used as individual OPEB benefits do not depend on the mortality table used.) If employees die prior to retirement, past contributions are available to fund benefits for employees who live to retirement. After retirement, death results in benefit termination or reduction. Although higher mortality rates reduce service costs, the mortality assumption is not likely to vary from employer to employer.
- ***Employment termination rates*** have the same effect as mortality inasmuch as higher termination rates reduce service costs. Employment termination can vary considerably between public agencies.
- The ***service requirement*** reflects years of service required to earn full or partial retiree benefits. While a longer service requirement reduces costs, cost reductions are not usually substantial unless the service period exceeds 20 years of service.

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- **Retirement rates** determine what proportion of employees retire at each age (assuming employees reach the requisite length of service). Retirement rates often vary by employee classification and implicitly reflect the minimum retirement age required for eligibility. Retirement rates also depend on the amount of pension benefits available. Higher retirement rates increase service costs but, except for differences in minimum retirement age, retirement rates tend to be consistent between public agencies for each employee type.
- **Participation rates** indicate what proportion of retirees are expected to elect retiree health benefits if a significant retiree contribution is required. Higher participation rates increase costs.
- The **discount rate** estimates investment earnings for assets earmarked to cover retiree health benefit liabilities. The discount rate depends on the nature of underlying assets for funded plans. The rate used for a funded plan is the real rate of return expected for plan assets plus long term inflation assumption. For an unfunded plan, the discount rate is based on an index of 20 year General Obligation municipal bonds. For partially funded plans, the discount rate is a blend of the funded and unfunded rates.

The assumptions listed above are not exhaustive, but are the most common assumptions used in actuarial cost calculations. If all actuarial assumptions are exactly met and an employer expensed the service cost every year for all past and current employees and retirees, a sizeable liability would have accumulated (after adding interest and subtracting retiree benefit costs). The liability that would have accumulated is called the Total OPEB Liability (TOL). The excess of TOL over the value of plan assets is called the Net OPEB Liability (NOL). Under GASB 74 and 75, in order for assets to count toward offsetting the TOL, the assets have to be held in an irrevocable trust that is safe from creditors and can only be used to provide OPEB benefits to eligible participants.

The total OPEB liability (TOL) can arise in several ways - e.g., as a result of plan changes or changes in actuarial assumptions. TOL can also arise from actuarial gains and losses. Actuarial gains and losses result from differences between actuarial assumptions and actual plan experience.

Under GASB 74 and 75, a portion of actuarial gains and losses can be deferred as follows:

- Investment gains and losses can be deferred five years
- Experience gains and losses can be deferred over the expected average remaining service lives (EARSL) of plan participants. In calculating the EARSL, terminated employees (primarily retirees) are considered to have a working lifetime of zero. This often makes the EARSL quite short.
- Liability changes resulting from changes in economic and demographic assumptions are also deferred based on the average working lifetime
- Liability changes resulting from plan changes, for example, cannot be deferred.

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### PART III: LIABILITIES AND COSTS FOR RETIREE BENEFITS

#### **A. Introduction.**

We calculated the actuarial present value of projected benefit payments (APVPBP) separately for each employee. We determined eligibility for retiree benefits based on information supplied by Galt Joint Union ESD. We then selected assumptions for the factors discussed in the above Section that, based on plan provisions and our training and experience, represent our best prediction of future plan experience. For each employee, we applied the appropriate factors based on the employee's age, sex, length of service, and employee classification.

We summarized actuarial assumptions used for this study in Appendix C.

#### **B. Liability for Retiree Benefits.**

For each employee, we projected future premium costs using an assumed trend rate (see Appendix C). We multiplied each year's benefit payments by the probability that benefits will be paid; i.e. based on the probability that the employee is living, has not terminated employment, has retired and remains eligible. The probability that benefit will be paid is zero if the employee is not eligible. The employee is not eligible if s/he has not met minimum service, minimum age or, if applicable, maximum age requirements.

The product of each year's benefit payments and the probability the benefit will be paid equals the expected cost for that year. We discounted the expected cost for each year to the measurement date June 30, 2018 at 3.8% interest. Finally, we multiplied the above discounted expected cost figures by the probability that the retiree would elect coverage. A retiree may not elect to be covered if retiree health coverage is available less expensively from another source (e.g. Medicare risk contract) or the retiree is covered under a spouse's plan.

For any *current retirees*, the approach used was similar. The major difference is that the probability of payment for current retirees depends only on mortality and age restrictions (i.e. for retired employees the probability of being retired and of not being terminated are always both 1.0000).

We added the APVPBP for all employees to get the actuarial present value of projected benefit payments (APVPBP) for all participants. The APVPBP is the estimated present value of all future retiree health benefits for all **current** employees and retirees. The APVPBP is the amount on June 30, 2018 that, if all actuarial assumptions are exactly right, would be sufficient to expense all promised benefits until the last current employee or retiree dies or reaches the maximum eligibility age.



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### Actuarial Present Value of Projected Benefit Payments at June 30, 2018

	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Active: Pre-65	\$7,598,058	\$373,526	\$4,772,282	\$2,294,816	\$157,434
Post-65	\$0	\$0	\$0	\$0	\$0
Subtotal	\$7,598,058	\$373,526	\$4,772,282	\$2,294,816	\$157,434
Retiree: Pre-65	\$153,594	\$15,734	\$57,797	\$7,586	\$72,477
Post-65	\$686,253	\$271,601	\$0	\$0	\$414,652
Subtotal	\$839,847	\$287,335	\$57,797	\$7,586	\$487,129
Grand Total	\$8,437,905	\$660,861	\$4,830,079	\$2,302,402	\$644,563
Subtotal Pre-65	\$7,751,652	\$389,260	\$4,830,079	\$2,302,402	\$229,911
Subtotal Post-65	\$686,253	\$271,601	\$0	\$0	\$414,652

The APVPBP should be accrued over the working lifetime of employees. At any time much of it has not been "earned" by employees. The APVPBP is used to develop expense and liability figures. To do so, the APVPBP is divided into two parts: the portions attributable to service rendered prior to the measurement date (the past service liability or Total OPEB Liability (TOL) under GASB 74 and 75) and to service after the measurement date but prior to retirement (the future service liability).

The past service and future service liabilities are each accrued in a different way. We will start with the future service liability which is funded by the service cost.

### C. Cost to Prefund Retiree Benefits

#### 1. Service Cost

The average hire age for eligible employees is 33. To accrue the liability by retirement, the District would accrue the retiree liability over a period of about 28 years (assuming an average retirement age of 61). We applied an "entry age" actuarial cost method to determine funding rates for active employees. The table below summarizes the calculated service cost.

### Service Cost Year Beginning June 30, 2018

	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
# of Employees	372	14	204	142	12
<b>Per Capita Service Cost</b>					
Pre-65 Benefit	N/A	\$1,076	\$1,096	\$599	\$543
Post-65 Benefit	N/A	\$0	\$0	\$0	\$0
<b>First Year Service Cost</b>					
Pre-65 Benefit	\$330,222	\$15,064	\$223,584	\$85,058	\$6,516
Post-65 Benefit	\$0	\$0	\$0	\$0	\$0
Total	\$330,222	\$15,064	\$223,584	\$85,058	\$6,516

Accruing retiree health benefit costs using service costs levels out the cost of retiree health benefits over time and more fairly reflects the value of benefits "earned" each year by employees. This service cost would increase

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each year based on covered payroll.

### 2. Total OPEB Liability (TOL) and Net OPEB Liability (NOL)

If actuarial assumptions are borne out by experience, the District will fully accrue retiree benefits by expensing an amount each year that equals the service cost. If no accruals had taken place in the past, there would be a shortfall of many years' accruals, accumulated interest and forfeitures for terminated or deceased employees. This shortfall is called the Total OPEB Liability (TOL). We calculated the TOL as the APVPBP minus the present value of future service costs. To the extent that benefits are funded through a GASB 74 qualifying trust, the trust's Fiduciary Net Position (FNP) is subtracted to get the NOL. The FNP is the value of assets adjusted for any applicable payables and receivables.

#### Total OPEB Liability (TOL) and Net OPEB Liability (NOL) as of June 30, 2018

	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Active: Pre-65	\$4,016,568	\$218,107	\$2,156,496	\$1,541,921	\$100,044
Active: Post-65	\$0	\$0	\$0	\$0	\$0
Subtotal	\$4,016,568	\$218,107	\$2,156,496	\$1,541,921	\$100,044
Retiree: Pre-65	\$153,594	\$15,734	\$57,797	\$7,586	\$72,477
Retiree: Post-65	\$686,253	\$271,601	\$0	\$0	\$414,652
Subtotal	\$839,847	\$287,335	\$57,797	\$7,586	\$487,129
Subtotal: Pre-65	\$4,170,162	\$233,841	\$2,214,293	\$1,549,507	\$172,521
Subtotal: Post-65	\$686,253	\$271,601	\$0	\$0	\$414,652
Total OPEB Liability (TOL)	\$4,856,415	\$505,442	\$2,214,293	\$1,549,507	\$587,173
Fiduciary Net Position as of June 30, 2018	\$0				
Net OPEB Liability (NOL)	\$4,856,415				

Because Galt Joint Union ESD concluded that it would be too expensive and time-consuming to rerun prior valuations under GASB 75, we invoked Paragraph 244 of GASB 75 for the transition. Consequently, in order to determine the beginning NOL, we used a "roll-back" technique. The following table shows the results of the roll-back. Galt Joint Union ESD should restate its June 30, 2017 NOL accordingly.

#### Changes in Net OPEB Liability as of June 30, 2018

	<i>TOL</i>	<i>FNP</i>	<i>NOL</i>
Roll back balance at June 30, 2017	\$4,506,641	\$0	\$4,506,641
Service Cost	\$321,384	\$0	\$321,384
Interest on TOL	\$174,416	\$0	\$174,416
Employer Contributions	\$0	\$146,026	(\$146,026)
Employee Contributions	\$0	\$0	\$0
Actual Investment Income	\$0	\$0	\$0
Administrative Expense	\$0	\$0	\$0
Benefit Payments	(\$146,026)	(\$146,026)	\$0
Other	\$0	\$0	\$0
Net Change during 2017-18	\$349,774	\$0	\$349,774
Balance at June 30, 2018 *	\$4,856,415	\$0	\$4,856,415

\* May include a slight rounding error.

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### 3. Preliminary OPEB Expense

Under GASB 74 and 75, OPEB expense includes service cost, interest cost, change in TOL due to plan changes; all adjusted for deferred inflows and outflows. Galt Joint Union ESD determined that it was not reasonable to rerun prior valuations under GASB 75. Therefore, we used the transition approach provided in GASB 75, Paragraph 244. That means that there are no deferred inflows/outflows in the first year (with the possible exception of contributions after the measurement date). The OPEB expense shown below is considered to be preliminary because there can be employer specific deferred items (e.g., contributions made after the measurement date, and active employee contributions toward the OPEB plan).

#### **Preliminary OPEB Expense Fiscal Year Ending June 30, 2018**

	<i>Total</i>
Service Cost	\$321,384
Interest on Total OPEB Liability (TOL)	\$174,416
Employee Contributions	\$0
Recognized Actuarial Gains/Losses	\$0
Recognized Assumption Changes	\$0
Actual Investment Income	\$0
Recognized Investment Gains/Losses	\$0
Contributions After Measurement Date*	\$0
Liability Change Due to Benefit Changes	\$0
Administrative Expense	\$0
<u>Preliminary OPEB Expense**</u>	<u>\$495,800</u>

\* Should be added by Galt Joint Union ESD if reporting date is after the measurement date.

\*\* May include a slight rounding error.

The above OPEB expense does not include an estimated \$146,026 in employer contributions.

### 4. Deferred Inflows and Outflows

Certain types of TOL changes are subject to deferral, as are investment gains/losses. To qualify for deferral, gains and losses must be based on GASB 74/75 compliant valuations. Since the District's prior valuation was performed in accordance with GASB 43/45, it is not possible to calculate compliant gains and losses. (Please see Appendix E, Paragraph 244 for more information.) Therefore, valuation-based deferred items will not begin until the next valuation. However, there could be employer-specific deferred items that need to be reflected, as mentioned earlier.

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### PART IV: "PAY AS YOU GO" FUNDING OF RETIREE BENEFITS

We used the actuarial assumptions shown in Appendix C to project the District's ten year retiree benefit outlay, including any implicit rate subsidy. Because these cost estimates reflect average assumptions applied to a relatively small number of employees, estimates for individual years are **certtain** to be *in*accurate. However, these estimates show the size of cash outflow.

The following table shows a projection of annual amounts needed to pay the District's share of retiree health costs, including any implicit rate subsidy.

<i>Year Beginning July 1</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
2018	\$151,867	\$37,522	\$60,962	\$18,895	\$34,488
2019	\$150,589	\$35,712	\$44,113	\$35,337	\$35,427
2020	\$185,473	\$32,480	\$60,581	\$53,157	\$39,255
2021	\$239,952	\$35,088	\$88,882	\$73,063	\$42,919
2022	\$277,061	\$36,612	\$113,201	\$80,683	\$46,565
2023	\$296,554	\$36,893	\$130,908	\$82,651	\$46,102
2024	\$289,508	\$32,314	\$112,911	\$96,038	\$48,245
2025	\$318,997	\$24,110	\$147,798	\$111,304	\$35,785
2026	\$347,103	\$23,972	\$177,120	\$110,003	\$36,008
2027	\$407,494	\$30,803	\$217,824	\$122,846	\$36,021

### PART V: RECOMMENDATIONS FOR FUTURE VALUATIONS

To effectively manage benefit costs, an employer must periodically examine the existing liability for retiree benefits as well as future annual expected premium costs. GASB 74/75 require biennial valuations. In addition, a valuation should be conducted whenever plan changes, changes in actuarial assumptions or other employer actions are likely to cause a material change in accrual costs and/or liabilities.

Following are examples of actions that could trigger a new valuation.

- An employer should perform a valuation whenever the employer considers or puts in place an early retirement incentive program.
- An employer should perform a valuation whenever the employer adopts a retiree benefit plan for some or all employees.
- An employer should perform a valuation whenever the employer considers or implements changes to retiree benefit provisions or eligibility requirements.
- An employer should perform a valuation whenever the employer introduces or changes retiree contributions.
- An employer should perform a valuation whenever the employer forms a qualifying trust or changes its investment policy.
- An employer should perform a valuation whenever the employer adds or terminates a group of participants that constitutes a significant part of the covered group.

We recommend Galt Joint Union ESD take the following actions to ease future valuations.

- We have used our training, experience and information available to us to establish the actuarial assumptions used in this valuation. We have no information to indicate that any of the assumptions do not reasonably reflect future plan experience. However, the District should review the actuarial assumptions in Appendix C carefully. If the District has any reason to believe that any of these assumptions do not reasonably represent the expected future experience of the retiree health plan, the District should engage in discussions or perform analyses to determine the best estimate of the assumption in question.

**PART VI: APPENDICES**

**APPENDIX A: MATERIALS USED FOR THIS STUDY**

We relied on the following materials to complete this study.

- We used paper reports and digital files containing employee demographic data from the District personnel records.
  
- We used relevant sections of collective bargaining agreements provided by the District.

**APPENDIX B: EFFECT OF ASSUMPTIONS USED IN CALCULATIONS**

While we believe the estimates in this study are reasonable overall, it was necessary for us to use assumptions which inevitably introduce errors. We believe that the errors caused by our assumptions will not materially affect study results. If the District wants more refined estimates for decision-making, we recommend additional investigation.

## Total Compensation Systems, Inc.

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### **APPENDIX C: ACTUARIAL ASSUMPTIONS AND METHODS**

Following is a summary of actuarial assumptions and methods used in this study. The District should carefully review these assumptions and methods to make sure they reflect the District's assessment of its underlying experience. It is important for Galt Joint Union ESD to understand that the appropriateness of all selected actuarial assumptions and methods are Galt Joint Union ESD's responsibility. Unless otherwise disclosed in this report, TCS believes that all methods and assumptions are within a reasonable range based on the provisions of GASB 74 and 75, applicable actuarial standards of practice, Galt Joint Union ESD's actual historical experience, and TCS's judgment based on experience and training.

#### **ACTUARIAL METHODS AND ASSUMPTIONS:**

**ACTUARIAL COST METHOD:** GASB 74/75 require use of the entry age actuarial cost method.

Entry age is based on the age at hire for eligible employees. The attribution period is determined as the difference between the expected retirement age and the age at hire. The APVPBP and present value of future service costs are determined on an employee by employee basis and then aggregated.

To the extent that different benefit formulas apply to different employees of the same class, the service cost is based on the benefit plan applicable to the most recently hired employees (including future hires if a new benefit formula has been agreed to and communicated to employees). This greatly simplifies administration and accounting; as well as resulting in the correct service cost for new hires.

**SUBSTANTIVE PLAN:** As required under GASB 74 and 75, we based the valuation on the substantive plan. The formulation of the substantive plan was based on a review of written plan documents as well as historical information provided by Galt Joint Union ESD regarding practices with respect to employer and employee contributions and other relevant factors.



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### ECONOMIC ASSUMPTIONS:

Economic assumptions are set under the guidance of Actuarial Standard of Practice 27 (ASOP 27). Among other things, ASOP 27 provides that economic assumptions should reflect a consistent underlying rate of general inflation. For that reason, we show our assumed long-term inflation rate below.

INFLATION: We assumed 2.75% per year used for pension purposes. Actuarial standards require using the same rate for OPEB that is used for pension.

INVESTMENT RETURN / DISCOUNT RATE: We assumed 3.8% per year net of expenses. This is based on the Bond Buyer 20 Bond Index.

TREND: We assumed 4% per year. Our long-term trend assumption is based on the conclusion that, while medical trend will continue to be cyclical, the average increase over time cannot continue to outstrip general inflation by a wide margin. Trend increases in excess of general inflation result in dramatic increases in unemployment, the number of uninsured and the number of underinsured. These effects are nearing a tipping point which will inevitably result in fundamental changes in health care finance and/or delivery which will bring increases in health care costs more closely in line with general inflation. We do not believe it is reasonable to project historical trend vs. inflation differences several decades into the future.

PAYROLL INCREASE: We assumed 2.75% per year. Since benefits do not depend on salary (as they do for pensions), using an aggregate payroll assumption for the purpose of calculating the service cost results in a negligible error.

FIDUCIARY NET POSITION (FNP): The following table shows the beginning and ending FNP numbers that were provided by Galt Joint Union ESD.

#### **Fiduciary Net Position as of June 30, 2018**

	<u>06/30/2017</u>	<u>06/30/2018</u>
Cash and Equivalents	\$0	\$0
Contributions Receivable	\$0	\$0
Total Investments	\$0	\$0
Capital Assets	\$0	\$0
Total Assets	<u>\$0</u>	<u>\$0</u>
Benefits Payable	\$0	\$0
Fiduciary Net Position	<u>\$0</u>	<u>\$0</u>

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### **NON-ECONOMIC ASSUMPTIONS:**

Economic assumptions are set under the guidance of Actuarial Standard of Practice 35 (ASOP 35). See Appendix E, Paragraph 52 for more information.

### **MORTALITY**

<i>Employee Type</i>	<i>Mortality Tables</i>
Certificated	2009 CalSTRS Mortality
Classified	2014 CalPERS Active Mortality for Miscellaneous Employees

### **RETIREMENT RATES**

<i>Employee Type</i>	<i>Retirement Rate Tables</i>
Certificated	2009 CalSTRS Retirement Rates
Classified	Hired before 1/1/2013: 2009 CalPERS Retirement Rates for School Employees Hired after 12/31/2012: 2009 CalPERS Retirement Rates for Miscellaneous Employees 2% @60 adjusted to minimum retirement age of 52*

### **SERVICE REQUIREMENT**

<i>Employee Type</i>	<i>Service Requirement Tables</i>
Certificated	100% at 20 Years of Service
Classified	100% at 20 Years of Service

### **COSTS FOR RETIREE COVERAGE**

Actuarial Standard of Practice 6 (ASOP 6) Section 3.7.7(c)(3) provides that unadjusted premium may be used as the basis for retiree liabilities if retiree premium rates are not subsidized by active premium rates. We evaluated active and retiree rates and determined that there is not likely to be a subsidy between active and retiree rates. Therefore, retiree liabilities are based on actual employer contributions. Liabilities for active participants are based on the first year costs shown below. Subsequent years' costs are based on first year costs adjusted for trend and limited by any District contribution caps.

<i>Employee Type</i>	<i>Future Retirees Pre-65</i>	<i>Future Retirees Post-65</i>
Certificated	\$7,620	
Certificated Management	\$7,620	
Classified	\$8,400	
Classified Management	\$7,620	

### **PARTICIPATION RATES**

<i>Employee Type</i>	<i>&lt;65 Non-Medicare Participation %</i>	<i>65+ Medicare Participation %</i>
Certificated	100%	
Classified	100%	

### **TURNOVER**

<i>Employee Type</i>	<i>Turnover Rate Tables</i>
Certificated	2009 CalSTRS Termination Rates
Classified	2009 CalPERS Termination Rates for School Employees

### **SPOUSE PREVALENCE**

To the extent not provided and when needed to calculate benefit liabilities, 80% of retirees assumed to be married at retirement. After retirement, the percentage married is adjusted to reflect mortality.

### **SPOUSE AGES**

To the extent spouse dates of birth are not provided and when needed to calculate benefit liabilities, female spouse assumed to be three years younger than male.

## Total Compensation Systems, Inc.

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### APPENDIX D: DISTRIBUTION OF ELIGIBLE PARTICIPANTS BY AGE

#### **ELIGIBLE ACTIVE EMPLOYEES**

<i>Age</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Under 25	6	0	1	5	0
25-29	25	0	14	9	2
30-34	37	1	21	14	1
35-39	40	1	31	8	0
40-44	64	2	38	23	1
45-49	72	5	34	29	4
50-54	51	3	29	18	1
55-59	52	2	23	25	2
60-64	25	0	13	11	1
65 and older	0	0	0	0	0
Total	372	14	204	142	12

#### **ELIGIBLE RETIREES**

<i>Age</i>	<i>Total</i>	<i>Certificated Management</i>	<i>Certificated</i>	<i>Classified</i>	<i>Classified Management</i>
Under 50	0	0	0	0	0
50-54	0	0	0	0	0
55-59	1	0	0	0	1
60-64	16	4	8	2	2
65-69	1	0	0	0	1
70-74	2	1	0	0	1
75-79	1	1	0	0	0
80-84	2	1	0	0	1
85-89	1	1	0	0	0
90 and older	0	0	0	0	0
Total	24	8	8	2	6

# Total Compensation Systems, Inc.

## APPENDIX E: GASB 74/75 ACCOUNTING ENTRIES AND DISCLOSURES

This report does not necessarily include the entire accounting values. As mentioned earlier, there are certain deferred items that are employer-specific. The District should consult with its auditor if there are any questions about what, if any, adjustments may be appropriate.

GASB 74/75 include a large number of items that should be included in the Note Disclosures and Required Supplementary Information (RSI) Schedules. Many of these items are outside the scope of the actuarial valuation. However, following is information to assist the District in complying with GASB 74/75 disclosure requirements:

**Paragraph 50:**                    **Information about the OPEB Plan**

Most of the information about the OPEB plan should be supplied by Galt Joint Union ESD. Following is information to help fulfill Paragraph 50 reporting requirements.

50.c: Following is a table of plan participants

	Number of Participants
Inactive Employees Receiving Benefits	24
Inactive Employees Entitled to But Not Receiving Benefits*	0
Participating Active Employees	372
Total Number of participants	396

\*We were not provided with information about any terminated, vested employees

**Paragraph 51:**                    **Significant Assumptions and Other Inputs**

shown in Appendix C.

**Paragraph 52:**                    **Information Related to Assumptions and Other Inputs**

The following information is intended to assist Galt Joint Union ESD in complying with the requirements of Paragraph 52.

52.b: Mortality Assumptions Following are the tables the mortality assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

Mortality Table	2009 CalSTRS Mortality
Disclosure	The mortality assumptions are based on the 2009 CalSTRS Mortality table created by CalSTRS. CalSTRS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

## Total Compensation Systems, Inc.

Mortality Table	2014 CalPERS Retiree Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Retiree Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.
Mortality Table	2014 CalPERS Active Mortality for Miscellaneous Employees
Disclosure	The mortality assumptions are based on the 2014 CalPERS Active Mortality for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies mortality for participating agencies and establishes mortality tables that are modified versions of commonly used tables. This table incorporates mortality projection as deemed appropriate based on CalPERS analysis.

52.c: Experience Studies Following are the tables the retirement and turnover assumptions are based upon. Inasmuch as these tables are based on appropriate populations, and that these tables are used for pension purposes, we believe these tables to be the most appropriate for the valuation.

### Retirement Tables

Retirement Table	2009 CalSTRS Retirement Rates
Disclosure	The retirement assumptions are based on the 2009 CalSTRS Retirement Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS 2.0% @60 Rates for Miscellaneous Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS 2.0% @60 Rates for Miscellaneous Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Retirement Table	2009 CalPERS Retirement Rates for School Employees
Disclosure	The retirement assumptions are based on the 2009 CalPERS Retirement Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

## Total Compensation Systems, Inc.

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### Turnover Tables

Turnover Table	2009 CalSTRS Termination Rates
Disclosure	The turnover assumptions are based on the 2009 CalSTRS Termination Rates table created by CalSTRS. CalSTRS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

Turnover Table	2009 CalPERS Termination Rates for School Employees
Disclosure	The turnover assumptions are based on the 2009 CalPERS Termination Rates for School Employees table created by CalPERS. CalPERS periodically studies the experience for participating agencies and establishes tables that are appropriate for each pool.

For other assumptions, we use actual plan provisions and plan data.

52.d: The alternative measurement method was not used in this valuation.

52.e: NOL Using alternative trend assumptions The following table shows the Net OPEB Liability with a healthcare cost trend rate 1% higher and 1% lower than assumed in the valuation.

	Trend 1% Lower	Valuation Trend	Trend 1% Higher
Net OPEB Liability	\$4,635,768	\$4,856,415	\$5,028,245

### **Paragraph 53:**

#### **Discount Rate**

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 53 requirements.

53.a: A discount rate of 3.8% was used in the valuation.

53.b: We assumed that contributions would be sufficient to fully fund the obligation over a period not to exceed 30 years.

53.c: There are no plan assets.

53.d and 53.e.: Bond Buyer 20 Index

53.f: There are no plan assets.

53.g: The following table shows the Net OPEB liability with a discount rate 1% higher and 1% lower than assumed in the valuation.

	Discount Rate 1% Lower	Valuation Discount Rate	Discount Rate 1% Higher
Net OPEB Liability	\$5,229,538	\$4,856,415	\$4,511,200

## **Total Compensation Systems, Inc.**

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### **Paragraph 55:**            **Changes in the Net OPEB Liability**

Please see reconciliation on page 9. Please see the notes for Paragraph 244 below for more information.

### **Paragraph 56:**            **Additional Net OPEB Liability Information**

The following information is intended to assist Galt Joint Union ESD to comply with Paragraph 56 requirements.

- 56.a: The valuation date is June 30, 2018.  
The measurement date is June 30, 2018.
- 56.b; 56.c; 56.d; 56.e; 56.f: Not applicable
- 56.g: To be determined by the employer
- 56.h.(1) through (4): Not applicable
- 56.h.(5): To be determined by the employer
- 56.i: Not applicable

### **Paragraph 57:**            **Required Supplementary Information**

- 57.a: Please see reconciliation on page 9. Please see the notes for Paragraph 244 below for more information.
- 57.b: These items are provided on page 9 for the current valuation, except for covered payroll, which should be determined based on appropriate methods.
- 57.c: We have not been asked to calculate an actuarially determined contribution amount.  
We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 30 years.
- 57.d: We are not aware that there are any statutorily or contractually established contribution requirements.

### **Paragraph 58:**            **Actuarially Determined Contributions**

We have not been asked to calculate an actuarially determined contribution amount. We assume the District contributes on an ad hoc basis, but in an amount sufficient to fully fund the obligation over a period not to exceed 30 years.

### **Paragraph 244:**            **Transition Option**

Prior periods were not restated due to the fact that prior valuations were not rerun in accordance with GASB 75. It was determined that the time and expense necessary to rerun prior valuations and to restate prior financial statements was not justified.

## Total Compensation Systems, Inc.

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### APPENDIX F: GLOSSARY OF RETIREE HEALTH VALUATION TERMS

Note: The following definitions are intended to help a *non-actuary* understand concepts related to retiree health valuations. Therefore, the definitions may not be actuarially accurate.

<u>Actuarial Cost Method:</u>	A mathematical model for allocating OPEB costs by year of service. The only actuarial cost method allowed under GASB 74/75 is the entry age actuarial cost method.
<u>Actuarial Present Value of Projected Benefit Payments:</u>	The projected amount of all OPEB benefits to be paid to current and future retirees discounted back to the valuation or measurement date.
<u>Deferred Inflows/Outflows of Resources:</u>	A portion of certain items that can be deferred to future periods or that weren't reflected in the valuation. The former includes investment gains/losses, actuarial gains/losses, and gains/losses due to changes in actuarial assumptions or methods. The latter includes contributions made to a trust subsequent to the measurement date but before the statement date.
<u>Discount Rate:</u>	Assumed investment return net of all investment expenses. Generally, a higher assumed interest rate leads to lower service costs and total OPEB liability.
<u>Fiduciary Net Position:</u>	Net assets (liability) of a qualifying OPEB "plan" (i.e. qualifying irrevocable trust or equivalent arrangement).
<u>Implicit Rate Subsidy:</u>	The estimated amount by which retiree rates are understated in situations where, for rating purposes, retirees are combined with active employees and the employer is expected, in the long run, to pay the underlying cost of retiree benefits.
<u>Measurement Date:</u>	The date at which assets and liabilities are determined in order to estimate TOL and NOL.
<u>Mortality Rate:</u>	Assumed proportion of people who die each year. Mortality rates always vary by age and often by sex. A mortality table should always be selected that is based on a similar "population" to the one being studied.
<u>Net OPEB Liability (NOL):</u>	The Total OPEB Liability minus the Fiduciary Net Position.
<u>OPEB Benefits:</u>	Other Post Employment Benefits. Generally medical, dental, prescription drug, life, long-term care or other postemployment benefits that are not pension benefits.
<u>OPEB Expense:</u>	This is the amount employers must recognize as an expense each year. The annual OPEB expense is equal to the Service Cost plus interest on the Total OPEB Liability (TOL) plus change in TOL due to plan changes minus projected investment income; all adjusted to reflect deferred inflows and outflows of resources.



## Total Compensation Systems, Inc.

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<u>Participation Rate:</u>	The proportion of retirees who elect to receive retiree benefits. A lower participation rate results in lower service cost and a TOL. The participation rate often is related to retiree contributions.
<u>Retirement Rate:</u>	The proportion of active employees who retire each year. Retirement rates are usually based on age and/or length of service. (Retirement rates can be used in conjunction with the service requirement to reflect both age and length of service). The more likely employees are to retire early, the higher service costs and actuarial accrued liability will be.
<u>Service Cost:</u>	The annual dollar value of the “earned” portion of retiree health benefits if retiree health benefits are to be fully accrued at retirement.
<u>Service Requirement:</u>	The proportion of retiree benefits payable under the OPEB plan, based on length of service and, sometimes, age. A shorter service requirement increases service costs and TOL.
<u>Total OPEB Liability (TOL):</u>	The amount of the actuarial present value of projected benefit payments attributable to employees’ past service based on the actuarial cost method used.
<u>Trend Rate:</u>	The rate at which the employer’s share of the cost of retiree benefits is expected to increase over time. The trend rate usually varies by type of benefit (e.g. medical, dental, vision, etc.) and may vary over time. A higher trend rate results in higher service costs and TOL.
<u>Turnover Rate:</u>	The rate at which employees cease employment due to reasons other than death, disability or retirement. Turnover rates usually vary based on length of service and may vary by other factors. Higher turnover rates reduce service costs and TOL.
<u>Valuation Date:</u>	The date as of which the OPEB obligation is determined by means of an actuarial valuation. Under GASB 74 and 75, the valuation date does not have to coincide with the statement date, but can’t be more than 30 months prior.



Galt Joint Union Elementary School District

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 209-744 4545 \* 209-744-4553 fax

**Board Meeting Agenda Item Information**

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.935</b> Board Consideration of Approval of Declaration of Need for Fully Qualified Educators
<b>Presenter:</b> Claudia Del Toro-Anguiano	<b>Action Item:</b> XX <b>Information Item:</b>

When there is a shortage of fully credentialed teachers, the Commission on Teacher Credentialing (CTC) allows school districts to file a Declaration of Need for Fully Qualified Educators for potential teachers who qualify for a Limited Assigned Permit or an Emergency Permit.

The Declaration of Need for Fully Qualified Educators must be presented to the board, for approval, on an annual basis. The allows teachers the time needed to take additional courses or take the required subject matter exam in the core academic  
 This Declaration of Need has been updated to include one additional area of need:

- Emergency Permit for CLAD/English Learner Authorization (McCaffrey Middle)

A total of four teachers are included in this Declaration.

Board approval is recommended.



State of California  
 Commission on Teacher Credentialing  
 Certification Division  
 1900 Capitol Avenue  
 Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)  
 Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: \_\_\_\_\_

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT

Name of District: \_\_\_\_\_ District CDS Code: \_\_\_\_\_

Name of County: \_\_\_\_\_ County CDS Code: \_\_\_\_\_

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_ certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, \_\_\_\_\_.

Submitted by (Superintendent, Board Secretary, or Designee):

<i>Name</i>	<i>Signature</i>	<i>Title</i>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<i>Mailing Address</i>		
<i>E-Mail Address</i>		

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County \_\_\_\_\_ County CDS Code \_\_\_\_\_

Name of State Agency \_\_\_\_\_

Name of NPS/NPA \_\_\_\_\_ County of Location \_\_\_\_\_

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

Name	Signature	Title
Fax Number	Telephone Number	Date
Mailing Address		
E-Mail Address		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

<b>Type of Emergency Permit</b>	<b>Estimated Number Needed</b>
CLAD/English Learner Authorization (applicant already holds teaching credential)	_____
Bilingual Authorization (applicant already holds teaching credential)	_____
List target language(s) for bilingual authorization: _____	
Resource Specialist	_____
Teacher Librarian Services	_____

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	
Single Subject	
Special Education	
TOTAL	

**EFFORTS TO RECRUIT CERTIFIED PERSONNEL**

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

**EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL**

Has your agency established a District Intern program? Yes                      No

If no, explain. \_\_\_\_\_

Does your agency participate in a Commission-approved college or university internship program? Yes                      No

If yes, how many interns do you expect to have this year? \_\_\_\_\_

If yes, list each college or university with which you participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_



## Galt Joint Union Elementary School District

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 209-744 4545 \* 209-744-4553 fax

### Board Meeting Agenda Item Information

<b>Meeting Date:</b> September 26, 2018	<b>Agenda Item: 171.936</b> Board Consideration to Nominate California School Boards Association (CSBA) Directors-at-Large Asian Pacific Islander and Hispanic
<b>Presenter:</b> Karen Schauer and John Gordon	<b>Action Item:</b> XX <b>Information Item:</b>
<p>Nominations for CSBA Director-at-Large Asian Pacific Islander and Hispanic are currently being accepted until Friday, September 28, 2018.</p> <p>The board nominated John Gordon, Director-at-Large Hispanic at the August 22, 2018 board meeting.</p> <p>John Gordon is requesting consideration to nominate a colleague, Director-at-Large Asian Pacific Islander.</p> <p>The elections will take place at CSBA's Delegate Assembly meeting at the San Francisco Marriott Marquis November 28-29, 2018. Directors-at-Large serve two-year terms and take office immediately upon the close of the Association's Annual Education Conference on December 1, 2018.</p> <p>The nominations for Director-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education.</p>	



# 2018 Directors-at-Large, Asian/Pacific Islander and Hispanic Nomination Form

The nominations for Directors-at-Large must be made by a CSBA member board and the nominee must be a board member from a CSBA member district or county office of education. The U.S. Postal Service postmark, fax, or email deadline for the nomination form is Friday, September 28, 2018.

*Two letters of recommendation are required to be submitted by Friday, October 5, 2018.*

*Nominees must give permission prior to being nominated.*

(Please submit a separate nomination form for each Director position and each nominee.)

The governing board of the \_\_\_\_\_ School District or County Office Board of Education voted to nominate \_\_\_\_\_

*(Nominee name)*

as a candidate for the following Director-at-Large position: *(please indicate below)*

Director-at-Large, Asian/Pacific Islander

Director-at-Large, Hispanic

The nominee is a member of the \_\_\_\_\_ School District or County Office Board of Education, which is a member of CSBA. The nominee has been contacted and has given permission to be nominated.

\_\_\_\_\_  
*Signature of the Board Clerk or Board Secretary*

\_\_\_\_\_  
*Date*

Please submit this nomination form by choosing one of the following options below:

- E-mail: [nominations@csba.org](mailto:nominations@csba.org)
- Or fax: ATTN: Mike Walsh, President, at (916) 371-3407
- Or mail: Mike Walsh, President  
California School Boards Association  
3251 Beacon Blvd.  
West Sacramento, CA 95691

If you have any questions, please contact CSBA's Executive Office, (800) 266-3382.



## Board Meeting Agenda Item Information

<p><b>Meeting Date:</b> September 26, 2018</p>	<p><b>Agenda Item: 171.937</b>          Board Consideration of Approval of Memorandum of Understanding Between Galt Elementary Faculty Association (GEFA) and GJUESD Regarding Article VII: Evaluation Procedures</p>
<p><b>Presenter:</b> Karen Schauer          Claudia Del Toro-Anguiano</p>	<p><b>Action Item:</b> XX   <b>Information Item:</b></p>
<p>Growing numbers of teachers have volunteered to implement a more meaningful and rigorous evaluation process through the 1) use of the GJUESD Professional Learning Cycle Rubric and 2) participating in a process of reflection and growth involving the teacher, peers and school administrator.</p> <p>GEFA ratified the attached one year evaluation Memorandum of Understanding (MOU).</p> <p>Board approval is recommended.</p>	



**Memorandum of Understanding**  
**Between**  
**Galt Joint Union Elementary School District (District) and**  
**Galt Elementary Faculty Association (GEFA)**  
**Article VII: Evaluation Procedures**  
**September 11, 2018**

In an effort to support eligible tenured teachers who voluntarily agree to participate in a pilot teacher evaluation process using the GJUESD Professional Learning Cycle (Rubric), GEFA and the District agree to the following:

**Year 1 Participants**

1. Participation is voluntary.
2. Year 1 teachers will have 4 observations with an optional fifth observation.
3. The four observations can include a combination of peer, SWVL and observations conducted by administrators.  
At least 2 mini-observations will need to be conducted by school administrators.
4. Teachers will not be required to complete a Professional Growth Plan for the year as the rubric already addresses goals and reflection.
5. Administrators will submit teacher's signed, growth reflections as the formal evaluation for the teacher for the 2018-19 school year.

**Year 2+ Participants**

1. Participation is voluntary.
2. Year 2 teachers will have two mini observations.
3. One mini observation will be completed by the administrator and one by a peer. The use of a SWVL camera can count as a peer observation if the teacher chooses to do so and submits a short reflection to the administrator. If the teacher chooses, the administrator can complete both mini observations.
4. Teachers will not be required to complete a Professional Growth Plan for the year as the rubric already addresses goals and reflection.
5. Teachers can opt to have the growth reflection document count as their evaluation for the year and have the document submitted to district office in place of the formal evaluation for the 2018-19 school year.

GEFA: Kathy Joesch

District: Karen Schauer

Date: Sept. 11, 2018