FARMERSVILLE UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

District Office Board Room 571 East Citrus Farmersville CA

November 12, 2019

Public Session: 6:45 p.m.
Closed Session: Immediately following Public Session

ESTIMATI TIME LINI														
6:45 p.m.	1.0	OPENING OF MEETINGP.M. (Request interpretation if needed)												
6:46 p.m.	2.0	CALL TO ORDER												
6:47 p.m.	3.0	ROLL CALL John Alvarez, President John Vasquez, Clerk Lupe Fernandez, Trustee Alice Lopez, Trustee Jorge Vazquez, Trustee Karen Hernandez, Student Board Member	Left											
		FLAG SALUTE												
6:48 p.m.	4.0	ADOPTION OF AGENDA												
		4.1 Adoption of the agenda is requested, as presented	ACTION											
		Motion bySeconded by												
6:50 p.m.	5.0	CONSENT CALENDAR												
×		5.1 Approval of the regular Board meeting minutes for October 22, 2019	ACTION											
		Motion bySeconded by												
		Approval of released warrants dated: October 10, 2019 in the amount of \$43,648.88 October 17, 2019 in the amount of \$484,779.70	ACTION											
		Motion bySeconded by												

		5.3	Approval to attend AC on January 29-31, 202	SA Superintendent's Symposium 0 in Indian Wells, CA	ACTION					
			Motion bySec	conded by	()					
6:55 p.m.	6.0	AWA	RDS/PRESENTATIO	NS						
		6.1	Student Board Membe	er Report						
7:00 p.m.	8.0	PUBI	IC COMMENTS							
		item of jurisd board discus Pursu comm	r other item of interest vection of the Board, before consideration of the it is or take action on any fant to Board Policy, the ents to no more than 3 is	Iddress the Board on any agenda within the subject matter or during the governing em. The Board is not able to stem not appearing on the agenda. Board may limit individual minutes and individual topics to r comments by stating your name.						
7:05 p.m.	11.0	HIGI	SCHOOL ISSUES							
		11.1	1.1	lifornia State Athletic Director's April 14-18, 2020 in Reno, Nevada	ACTION					
			Motion bySec	conded by	()					
7:10 p.m.	12.0	CUR	RICULUM							
		12.1	* *	ounty Office of Education - ment Work Plan Agreement	ACTION					
			Motion bySe	conded by	()					
		12.2	Approval of Skills US	A Application for Chapter Charter	ACTION					
			Motion bySe	conded by	()					
		12.3	1 1	20 Intent to Participate Agreement + Career Collaborative	ACTION					
			Motion bySe	conded by	()					
		12.4		ndum of Understanding - ok Promise Foundation Agreement	ACTION					
			Motion by Se	conded by	()					

		12.5	Approval of Purchase of Committee for Children (Second Step) Curriculum Materials	ACTION							
			Motion bySeconded by								
		12.6	Approval of School Plan for Student Achievement (SPSA) for Hester, Snowden, Freedom, Farmersville Jr. High School Farmersville High School, and Deep Creek Academy	ACTION							
			Motion bySeconded by								
7:20 p.m.	13.0	PERS	SONNEL								
		13.1	APPROVAL OF CERTIFICATED PERSONNEL (Item 13.1.1 through Item 13.1.2)	ACTION							
			Motion bySeconded by								
		13.2	APPROVAL OF CLASSIFIED PERSONNEL (Item 13.2.1 through Item 13.2.10)	ACTION							
			Motion bySeconded by								
		13.3	APPROVAL OF EXTRA-CURRICULAR ACTIVITY/COACHING PERSONNEL (Item 13.3.1 through Item 13.3.4)	ACTION							
			Motion bySeconded by								
		13.4	PERSONNEL ACTION REPORT (Information Only)								
7:25 p.m.	14.0	BOA	RD BUSINESS								
		14.1	Consideration of any item any member of the Board wishes to have on a future agenda or provide a written update								
7:30 p.m.	15.0	BUSI	INESS SERVICES								
		15.1	Presentation of First Interim Report								
		15.2	Approval of First Period Interim Report and Positive Certification of Financial Status	ACTION							
			Motion bySeconded by								
		15.3	Approval of Agreement for Phase 1 Assessment with AECOM Technical Services, Inc.	ACTION							
			Motion bySeconded by								

		15.4	Renewal of Annual Auditing Contract	ACTION				
			Motion bySeconded by	()				
		15.5	Approval of Budget Revision Report #3 (2019-2020)	ACTION				
			Motion bySeconded by					
		15.6	Adoption of Resolution #09-11-12-19 for Adopting Compatibility, Uniformity and Standardization of Specific Materials, Products or Services	ACTION				
			Motion bySeconded by					
		15.7	Freedom Playground Equipment and Shade Structure	ACTION				
			Motion bySeconded by	(
		15.8	Approval of Change Order #12 for Aquatic Center	ACTION				
			Motion bySeconded by	()				
7:40 p.m.	17.0	FUTU	RE MEETING DATES					
		17.1	December 17, 2019 January 21, 2020 (Tentative)					
7:45 p.m.	20.0	ADJO	DURNMENT TO CLOSED SESSIONP.M.					
		20.1	Public Employee: Discipline/Dismissal/Release/Complaint (Gov. Code 54957)					
		20.2	CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9) Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9					
		20.3	Conference with Labor Negotiator (G.C. 54957.6) It is the intention of the Board to meet in closed session to review its position and to instruct its designated reps: Agency Designated Representatives: Jeff Wimp, Jason Kaff; Name of Organization: FTA/CSEA					
		20.4	Conference with Real Property Negotiators (Gov. Code 54956.8) Agency Negotiator: Brian Martin, Attorney/AALRR Under Negotiations: Price and Terms					
		OPEN	N SESSIONP.M.					

3:40 p.m.	21.0 ACTIO	ON TAKEN ON CLOSED SESSION ITEMS	
	21.1	Public Employee: Discipline/Dismissal/Release/Complaint (Gov. Code 54957) Motion bySeconded by	ACTION ()
	21.2	CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9) Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9	ACTION
		Motion bySeconded by	
	21.3	Conference with Labor Negotiator (G.C. 54957.6) It is the intention of the Board to meet in closed session to review its position and to instruct its designated reps: Agency Designated Representatives: Jeff Wimp, Jason Kaff; Name of Organization: FTA/CSEA	ACTION
		Motion bySeconded by	
	21.4	Conference with Real Property Negotiators (Gov. Code 54956.8) Agency Negotiator: Brian Martin, Attorney/AALRR Under Negotiations: Price and Terms	ACTION
		Motion bySeconded by	
8:45 p.m.	22.0 ADJ	OURNMENTP.M.	ACTION
		Motion bySeconded by	
	NO	TE: The Board reserves the right to change the order of the items on the agenda if such changes will expedite the conduct of business or provide convenience for those appearing before the Board.	
		John Alvarez, President	of the Board

Persons who are in need of a disability-related modification or accommodation in order to participate in the board meeting may make a request to the Superintendent at Farmersville Unified School District, 571 E. Citrus, Farmersville, CA 93223, at (559) 592-2010. Such a request should be in writing if possible, or may be made in person or by telephone. The request for accommodation should specify the nature of the modification or accommodation requested, including any necessary auxiliary aids or services required, and the name, address and telephone number of the person making the request. The request should be made as soon as possible and if possible no later than one day before the meeting.

If requested, the agenda, agenda packet, and any written documents distributed to the board during a public meeting will be made available in appropriate alternative formats to persons with a disability as required by the American with Disabilities Act.

MINUTES OF THE REGULAR MEETING FARMERSVILLE UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES

October 22, 2019

The regular meeting of the Board of Trustees of the Farmersville Unified School District was held at the District Office Board Room, 571 E. Citrus, Farmersville, CA on October 22, 2019.

DATE & PLACE

Trustees Attendance
John Alvarez, President
John Vasquez, Clerk
Lupe Fernandez, Trustee
Alice Lopez, Trustee
Jorge Vazquez, Trustee

TRUSTEES ATTENDANCE

Karen Hernandez, Student Board Member

Administration Present
Dr. Paul Sevillano, Superintendent
Jason Kaff, Business Manager/CBO
Jeff Wimp, Director of Certificated & Classified Personnel
Dr. Dannette Bryson, Hester School Principal
Dr. Emily Rodriguez, Freedom School Principal
Emily Koop, Farmersville High School Principal
Chris De Leon, Network Manager
James Lohry, Director of Food Services

ADMINISTRATORS PRESENT

The meeting was called to order at 6:45 p.m. by President John Alvarez.

FLAG SALUTE

CALL TO ORDER

The members of the assemblage pledged allegiance to the flag.

ADOPTION OF AGENDA (4.1)

the Board voted unanimously to adopt the agenda as presented.

On a motion by Trustee Lupe Fernandez and seconded by Trustee Jorge Vazquez and carried: (Ayes: John Alvarez, Lupe Fernandez, Jorge Vazquez; Noes: None; Absent: None; Abstentions: John Vasquez, Alice Lopez), the

On a motion by Trustee John Vasquez and seconded by Trustee Alice Lopez,

APPROVAL OF REGULAR BOARD MEETING MINUTES FOR 10/08/19 (5.1)

Board approved the regular Board meeting minutes for October 8, 2019.

On a motion by Trustee Alice Lopez and seconded by Trustee Lupe Fernandez, the Board voted unanimously to approve the released warrants dated: October 3, 2019 in the amount of \$170,153.33.

APPROVAL OF RELEASED WARRANTS (5.2)

Karen Hernandez, Student Board Member, made an oral report to the Board regarding FHS activities.

AWARDS/ PRESENTATIONS (6.1)

No one in the audience made any public comments.

PUBLIC COMMENT (8.0)

On a motion by Trustee Alice Lopez and seconded by Trustee John Vasquez, APPROVAL OF the Board voted unanimously to approve the Raising a Reader 2019 National RAISING A READER 2019 NATIONAL Institute on November 5-7, 2019 in San Carlos, CA. INSTITUTE (10.1) On a motion by Trustee John Vasquez and seconded by Trustee Jorge APPROVAL OF Vazquez, the Board voted unanimously to approve the Amendment to 2019-AMENDMENT TO 2020 AVID (Advancement Via Individual Determination) Agreement. 2019-2020 AVID AGREEMENT (12.1) On a motion by Trustee Alice Lopez and seconded by Trustee Jorge Vazquez, APPROVAL OF the Board voted unanimously to approve the Talk Team Speech Services TALK TEAM SPEECH SERVICES agreement, not to exceed \$3,000.00. AGREEMENT (12.2) **POWERPOINT** Dr. Sevillano, Superintendent, made a PowerPoint presentation regarding California School Accountability Dashboard - Local Indicators Update. PRESENTATION: CA SCHOOL ACCOUNTABILITY DASHBOARD (12.3) On a motion by Trustee Alice Lopez and seconded by Trustee Lupe Fernandez, APPROVAL OF the Board voted unanimously to approve the Classified Personnel Report **CLASSIFIED** PERSONNEL (Item 13.1.1 through Item 136.1.5). **REPORT (13.1)** On a motion by Trustee Alice Lopez and seconded by Trustee John Vasquez, APPROVAL OF the Board voted unanimously to approve the Extra-Curricular Activity/ EXTRA-CURRICULAR Coaching Personnel Report (Item 13.2.1). ACTIVITY/ **COACHING** PERSONNEL **REPORT (13.2)** The Board reviewed the Personnel Action Report (Information Only). **PERSONNEL ACTION REPORT** REVIEWED (13.3) On a motion by Trustee John Vasquez and seconded by Trustee Alice Lopez, APPROVAL OF the Board voted unanimously to approve the CBEST Waiver for Day-to-Day **CBEST WAIVER** FOR DAY-TO-DAY Substitute Teacher for Miguel A. Rodriguez. **SUBSTITUTE** TEACHER (13.4) On a motion by Trustee Alice Lopez and seconded by Trustee Jorge Vazquez, APPROVAL OF the Board voted unanimously to approve the 2019-2020 Supervised Fieldwork 2019-2020 **SUPERVISED** Agreement - Brandman University Teacher Education Program.

FIELDWORK

AGREEMENT (13.6)

On a motion by Trustee John Vasquez and seconded by Trustee Alice Lopez, the Board voted unanimously to approve setting the date for the Annual Organizational Meeting on December 17, 2019.

APPROVAL TO SET DATE FOR ANNUAL ORGANIZATIONAL MEETING (14.1)

The Board requested the following items be placed on a future agenda:

FUTURE AGENDA ITEMS (14.1)

Trustee Lupe Fernandez

- 1. Hester playground, refilling rubberized bark.
- 2. Website suggestions

Trustee John Vasquez

1. Report from counselors at each site.

Trustee John Alvarez

- 1. What is each site doing for communication and is it effective?
- 2. Additional funding for pathways.
- 3. Well water law limiting watering.
- 4. Swim program.
- 5. Late start and rural districts.

On a motion by Trustee John Vasquez and seconded by Trustee Alice Lopez and carried: (Ayes: John Alvarez, John Vasquez, Alice Lopez, Jorge Vazquez; Noes: Lupe Fernandez; Absent: None; Abstentions: None), the Board approved the amendment to the SchoolWorks Facility Master Plan Agreement.

APPROVAL OF AMENDMENT TO SCHOOLWORKS FACILITY MASTER PLAN AGREEMENT (15.1)

On a motion by Trustee Alice Lopez and seconded by Trustee Jorge Vazquez, the Board voted unanimously to approve the agreement for Public Benefit Grant Program for News Alternative Fuel Vehicle Purchase.

APPROVAL OF AGREEMENT FOR PUBLIC BENEFIT GRANT PROGRAM (15.2)

The Board reviewed the October Enrollment Report.

OCTOBER ENROLLMENT REPORT REVIEWED (15.3)

On a motion by Trustee Alice Lopez and seconded by Trustee Jorge Vazquez, the Board voted unanimously to approve Change Order #11 for the Aquatic Center.

APPROVAL OF CHANGE ORDER #11 FOR AQUATIC CENTER (15.4)

On a motion by Trustee Alice Lopez and seconded by Trustee Jorge Vazquez, the Board voted unanimously to approve the Foggy Day Bus Schedule.

APPROVAL OF FOGGY DAY BUS SCHEDULE (16.1)

Future regular board meetings will be held on November 12, 2019 and December 17, 2019.

FUTURE MEETING DATES (17.1)

CLOSED SESSION The Board adjourned to closed session at 7:40 p.m discuss: Approval of job description and salary schedule for Director of Maintenance, Operations, (20.0)Transportation and Facilities; Public Employee: Discipline/Dismissal/Release/ Complaint (Gov. Code § 54957); and CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code Section 54956.9) Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9; and Conference with Labor Negotiator (G.C. 54957.6). It is the intention of the Board to meet in closed session to review its position and to instruct its designated reps: Agency Designated Representatives: Jeff Wimp, Jason Kaff; Name of Organization: FTA/CSEA. **OPEN SESSION** The Board returned to open session at 8:29 p.m. On a motion by Alice Lopez and seconded by Trustee Jorge Vazquez, the APPROVAL OF JOB Board voted unanimously to approve the job description and the change to the **DESCRIPTION AND** salary schedule for Director of Maintenance, Operations, Transportation and **CHANGE IN SALARY** Facilities. SCHEDULE FOR DIRECTOR OF MAINTENANCE, OPERATIONS, TRANSPORTATION AND FACILITIES (13.5)The Board did not take any action regarding Item 21.1: Public Employee: NO ACTION TAKEN **RE: ITEM 21.1** Discipline/Dismissal/Release/Complaint (Gov. Code § 54957). The Board did not take any action regarding Item 21.2: CONFERENCE WITH NO ACTION TAKEN LEGAL COUNSEL - ANTICIPATED LITIGATION (Government Code **RE: ITEM 21.2** Section 54956.9) Significant Exposure to Litigation Pursuant to Subdivision (d) of Section 54956.9. NO ACTION TAKEN The Board did not any action regarding Item 21.3: Conference with Labor Negotiator (G.C. 54957.6). It is the intention of the Board to meet in closed **RE: ITEM 21.3** session to review its position and to instruct its designated reps: Agency Designated Representatives: Jeff Wimp, Jason Kaff; Name of Organization: FTA/CSEA. On a motion by Trustee Alice Lopez and seconded by Trustee Lupe **ADJOURNMENT** Fernandez, the Board voted unanimously to adjourn the meeting at 8:31 p.m. (22.0)Respectfully Submitted,

Approved by,

John Vasquez, Clerk of the Board

BOARD TRANSMITTAL FORM

Date:	November 1	2, 2019									
То:	School Boar	d Members									
Prepared by:	Salima Gow	ani, Accounti	ng Technicia	n							
Agenda Subject:	Approval of	Approval of Released Warrants									
Agenda Section:	CONSENT CALENDAR										
Б	Action	☐ Discuss	ion	☑ Consent							
	Reports	☐ Informational	tion	Closed Session							
Background/Summary:	Approval of R	eleased warra	nts								
Recommendation:											
It is recommended that the	Board of Educa	ation approve th	e released war	rants dated:							
October 10, 2019, in the ar October 17, 2019, in the ar											
Fiscal Impact:											
Total of released warrants:	\$528,428.58										
Approved by: Chief i	arm Haff Business Officer										
Approved by: Superi	I A C										

istrict Tulare County Office of Education 10 Accounts Payable Final PreList - 10/10/2019 1:06:59PM

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*** FINAL ***
Batch No 415

								Batch No 4	15 Audit	
		Reference	Invoice			Separate	Account Code	Amount		EFT
Vendor No	Vendor Name	Number	Date		Invoice No	Спеск	200-040-040-040-050-0-1 (10) (10) (10) (10) (10) (10) (10) (10	\$3,753.30		22
013525	ABE-El Wholesale	PV-201055	10/10/2019		PL SEE ATTACHED		130-53100-0-00000-37000-47000-007-11 130-53200-0-00000-37000-47000-007-11	\$1,134.00		22
	ABE-El Wholesale	PV-201056	10/10/2019	200067	PL SEE ATTACHED		Total Check Amount:	\$4,887.30		
							010-07200-0-00000-77000-44000-001-57	\$152.20		22
018934	APPLE INC	PV-201045	10/8/2019	200584	AB02883993		Total Check Amount:	\$152,20		
							• • • • • • • • • • • • • • • • • • • •			
012528	BARNES WELDING SUPPLY	PV-201031	10/2/2019	200175	62453335		010-81500-0-00000-81101-43000-001-08	\$36.29		22 22
	BARNES WELDING SUPPLY	PV-201037	10/2/2019	200175	62453335		010-81500-0-00000-81101-43000-001-08	\$331.00		22
							Total Check Amount:	\$367.29		
018330	CMEA Treasure	PV-201044	10/8/2019	200640	FARMERSVILLE UNIFIED		010-00000-0-11332-10000-43000-001-90	\$200.00		
010000							Total Check Amount:	\$200.00		
018720	Dexon Computer Inc.	PV-201038	10/7/2019	200399	0 101925	NETWORK	010-07200-0-00000-77000-44000-001-57 TESTER, FIBER INSPECTOR	\$4,458.00		22
							Total Check Amount:	\$4,458.00		
017145	El Diamante High School	PV-201040	10/8/2019	20057	L FARMERSVILLE UNIFIED		010-11000-0-11306-42000-58000-004-04	\$150.00		
01/143	El Blattatic High School	1 7 2010 10	20,0,202				Total Check Amount:	\$150.00		
012352	EMPLOYMENT DEVELOPMENT	PV-201054	10/10/2019		JULY-SEPT-QTRLY CONT		010-00000-0-00000-00000-95025-000-00	\$2,185.85	G	
	DEPARTM						Total Check Amount:	\$2,185.85		
014134	Enterprise Rent-A-Car	PV-201036	10/4/2019	20032	7 22613209-BENITEZ		010-40350-0-11100-10000-52000-004-07	\$627.56		
011131			• •				Total Check Amount:	\$627.56		
019284	FORMAL FASHIONS, INC	PV-201060	9/25/2019	20057	3 284551		010-00000-0-11332-10000-43000-001-90	\$493.56		
013201	, , , , , , , , , , , , , , , , , , , ,						Total Check Amount:	\$493.56		
015877	GALASSO'S BAKERY	PV-201048	10/3/2019	20006	1 PL SEE ATTACHED		130-53100-0-00000-37000-47000-007-11	\$1,348.05		22
0130//	3.12.333 3.11.21.						Total Check Amount:	\$1,348.05		
019117	GOLD STAR FOODS, INC	PV-201057	10/7/2019	20005	7 2856737		130-53100-0-00000-37000-47000-007-11	\$1,825.21		

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*** FINAL ***
Batch No 415

								Batch No 4	
		Reference	Invoice			Separate		Amount	Audit Flag EFT
Vendor No	Vendor Name	Number	Date	PO #	Invoice No	Спеск	Account Code		
							Total Check Amount:	\$1,825.21	
018233	Grainger Inc.	PV-201032	10/3/2019	200180	0 9312932669		010-81500-0-00000-81101-43000-001-08	\$121.65	22
010233	Oldings. Fire						Total Check Amount:	\$121.65	
016839	Great American Business Prod.	PV-201029	9/27/2019	200634	4 42831974	REARVIE\	010-11000-0-00000-27000-43000-005-05 W MIRROR PERMIT	\$122.92	
							Total Check Amount:	\$122.92	
010526	Green Acres Middle School	PV-201039	10/8/2019	20053/	6 FARMERSVILLE UNIFIED		010-11000-0-11306-42000-58000-004-04	\$150.00	
018536	Green Acres middle sense.	1 4 20200	10,0, =				Total Check Amount:	\$150.00	
015272	LAKESHORE LEARNING	PV-201041	10/8/2019	20062	6 225117		010-07200-0-11100-10000-43000-002-55	\$223.31	22
	MATERIALS						Total Check Amount:	\$223.31	
019170	LEARN BY DOING - ALBERT	PV-201049	9/25/2019	20064	.6 23174		010-07200-0-11100-10000-43000-005-55	\$630.00	22
0121/0	LEARN DI DOME	F 1 - 1	-1 1				Total Check Amount:	\$630.00	
016831	Save Mart Supermarket	PV-201047	9/13/2019	20011	L4 ACCT#TRD-45887	SNACKS	010-60100-0-11100-10000-43000-001-07 FOR AFTER SCHOOL	\$17.21	22
							Total Check Amount:	\$17.21	
015806	SCHOOL SPECIALTY/PREMIER	PV-201061	10/8/2019	20062	25 208124079934		010-07200-0-11100-10000-43000-002-55	\$60.62	22
012000	SCHOOL SELECTION TO THE SELECTION OF THE	1 V 2020	20,0,				Total Check Amount:	\$60.62	
016255	Sherwin Williams	PV-201035	9/30/2019	20011	10 230103467-SEPTEMBER		010-81500-0-00000-81101-43000-001-08	\$3,531.79	22
010233	SHELWILL WILLIAMS	1 7 2020	5,,	Fig.			Total Check Amount:	\$3,531.79	
019280		PV-201058	10/7/2019	20027	70 1040		130-53100-0-00000-37000-47000-007-11	\$35.00	22
	GROUP						Total Check Amount:	\$35.00	I
013446	Truck Parts & Service Company Truck Parts & Service Company	PV-201042 PV-201043	1/31/2019 6/6/2019		35 71434 35 74825		130-53100-0-00000-37000-56000-007-11 130-53100-0-00000-37000-56000-007-11	\$15.17 \$216.96	



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*** FINAL ***

Ratch No 415

								Batch No 4		
		Reference	Invoice			Separate	2		Audit	
Vendor No	Vendor Name	Number	Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EF1
							Total Check Amount:	\$232.13		
018920	TULARE COUNTY OFFICE OF ED	PV-201046	9/18/2019	200397	200386	PUTTING I	010-41270-0-11343-10000-52000-001-64 T ALL TOGETHER	\$4,025.00	В	
							Total Check Amount:	\$4,025.00		
0.17750	LLC DANK	PV-201024	9/23/2019		EMILY KOOP		010-30100-0-11100-10000-43000-005-07	\$747.37	Μ	
017759	U.S. BANK	F V-20102-1	9/23/2019		EMILY KOOP		010-11000-0-11321-10000-43000-005-05	\$791.17	M	
	U.S. BANK		9/23/2019		EMILY KOOP		010-00000-0-11306-42000-43000-005-97	\$1,389.38	M	
	U.S. BANK		9/23/2019		EMILY KOOP		010-07200-0-11100-10000-43000-005-55	\$29.20	Μ	
	U.S. BANK		9/23/2019		EMILY KOOP		010-35500-0-38000-10000-43000-005-05	\$938.64	M	
	U.S. BANK		9/23/2019		EMILY KOOP		010-11000-0-11100-10000-43000-005-05	\$94.61	Μ	
	U.S. BANK		9/23/2019		EMILY KOOP		010-00000-0-11332-10000-43000-001-90	\$73.53	M	
	U.S. BANK				EMILY KOOP		010-00000-0-11334-10000-43000-001-90	\$179.84	Μ	
	U.S. BANK		9/23/2019		EMILY KOOP		010-40350-0-11100-10000-52000-005-07	\$792.00	M	
	U.S. BANK		9/23/2019 9/23/2019		EMILY KOOP		010-70100-0-38002-10000-43000-005-05	\$60.00	M	
	U.S. BANK				EMILY KOOP		010-00000-0-00000-71500-43000-001-01	\$220.63	M	
	U.S. BANK	DV 20102E	9/23/2019	200114	5 FARMERSVILLE UNIFIED		010-60100-0-11100-10000-43000-001-07	\$4,615.23	M	
	U.S. BANK	PV-201025			FARMERSVILLE UNIFIED		010-00000-0-00000-71500-43000-001-01	\$250.00	Μ	
	U.S. BANK	PV-201050	9/23/2019	200330	J TARMERSVILLE GIVII 125	SNACKS F	ROM LA MEJOR FOR POOL OPENING			
	LLC DANK	PV-201051	9/23/2019	20024	3 DARREN HARDY	or a rono .	010-33100-0-57700-11200-43000-001-09	\$146.35	Μ	
	U.S. BANK	PV-201051 PV-201052	9/23/2019	20024	MELINDA CANNING		010-07200-0-11100-10000-43000-003-55	\$2,301.09	M	
	U.S. BANK	PV-201052	9/23/2019		PILLINDA CAMINO		Total Check Amount:	\$12,629.04		
045222	Valley Public Television	PV-201053	9/1/2019	20007	8 1082		010-00000-0-00000-36000-58000-001-08	\$500.00		
015232	Valley Public Television	FV-201033	5/1/2015	20007	0 1002		Total Check Amount:	\$500.00		
017611	Vossler Corn Maze	PV-201033	9/12/2019	20056	3 20191003-2	KINDED	010-60100-0-11100-10000-43000-001-07 ND 1ST GRADE TRIP	\$792.00		
	Vossler Corn Maze	PV-201034	9/14/2019	20056	3 20191025-2	JR. HIGH	010-60100-0-11100-10000-43000-001-07	\$300.00		
						JK, HIGH	Total Check Amount:	\$1,092.00		
							10000 10000 001 00	 ₽02.26		22
012603	WHITE'S MUSIC CENTER	PV-201026	9/25/2019				010-07200-0-11331-10000-43000-001-92	\$93.26 \$133.66		22
	WHITE'S MUSIC CENTER	PV-201027	8/12/2019		0 541273		010-07200-0-11331-10000-43000-001-92	\$133.66 \$19.53		22
	WHITE'S MUSIC CENTER	PV-201028	8/16/2019	20062	0 541434		010-07200-0-11331-10000-43000-001-92	\$19.33		22



Tulare County Office of Education

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Accounts Payable Final PreList - 10/10/2019 1:06:59PM

*** FINAL ***

							Batch No 4	
		Reference	Invoice			Separate		Audit
Maria de la Maria	Vanday Namo	Number	Date	PO #	Invoice No	Check Account Code	Amount	Flag EFT
Vendor No	Vendor Name	Rumber	0.700.000.00000.00				\$3,146.50	22
012603	WHITE'S MUSIC CENTER	PV-201030	9/30/2019	200628	543503	010-07200-0-11331-10000-43000-001-92	\$3,140.30	22
012000						MAJESTIC VIBRAPHONE		
						Total Check Amount:	\$3,392.95	
018681	Xiong, Benjamin	PV-201059	10/10/2019	200163	AUG/SEP	010-00000-0-00000-77000-52000-001-19	\$190.24	22
010001	7.15.15, 2-2-1 ₃					Total Check Amount:	\$190.24	

Vendor No Vendor Name

Tulare County Office of Education

10/10/2019 1:06:59PM Page 1 of 1 APY500

Accounts Payable Final PreList - 10/10/2019 1:06:59PM

*** FINAL ***

Batch No 415

Audit

Amount Flag EFT

Reference Number Invoice Date

PO # Invoice No

Check Account Code

Separate

Total District Payment Amount:

\$43,648.88

Tulare County Office of Education 10/17/2019 2:31:38PM Accounts Payable Final PreList - 10/17/2019 2:31:38PM

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*** FINAL ***

								Batch No 4	17 Audit	
		Reference	Invoice	50 #	Invoice No	Separate	Account Code	Amount		EFT
Vendor No	Vendor Name	Number	Date			Circuit	130-53100-0-00000-37000-56000-007-11	\$81.09		22
018708	Advanced Auto & Smog Advanced Auto & Smog	PV-201119 PV-201120		200034 200034			130-53100-0-00000-37000-56000-007-11	\$30.00		22
	Advanced Auto & Smog	FV-201120	10/10/2013	20000	0.000		Total Check Amount:	\$111.09		
019296	ALTASCADERO HIGH SCHOOL	PV-201101	10/16/2019	200654	FARMERSVILLE UNIFIED		010-11000-0-11306-42000-58000-005-05	\$200.00		
019290	ALINOCHDERO HIGH CO.						Total Check Amount:	\$200.00		
019286	AMS.NET, INC	PV-201086	10/14/2019	200555	0033592	E-RATE	010-07200-0-00000-77000-43000-001-57	\$3,539.19	Н	
	AMS.NET, INC	PV-201087	10/14/2019	200555	0033591		010-07200-0-00000-77000-43000-001-57	\$3,226.91		
	AMS.NET, INC	PV-201088			0033590		010-07200-0-00000-77000-43000-001-57	\$7,040.04		
	AMS.NET, INC	PV-201089	10/14/2019		0033589		010-07200-0-00000-77000-43000-001-57	\$1,095.73		
	AMS.NET, INC	PV-201090			0033588		010-07200-0-00000-77000-43000-001-57	\$5,993.62		
	AMS.NET, INC	PV-201091	10/14/2019	200555	0033585		010-07200-0-00000-77000-43000-001-57	\$19,415.64	Α	
	74 13.112 17 2.110		, , , , , , , , , , , , , , , , , , , ,				Total Check Amount:	\$40,311.13		
019041	APEX ELECTRIC	PV-201110	9/30/2019	200707	7 1034	BLDG. 200	010-81500-0-00000-81101-58000-001-08 - FIX FIRE ALARM CIRCUIT	\$2,630.00		22
							Total Check Amount:	\$2,630.00		
012528	BARNES WELDING SUPPLY	PV-201079	9/16/2019	200664	1 6244128		010-81500-0-00000-81101-43000-001-08	\$2,394.84		- 22
012320							Total Check Amount:	\$2,394.84		
018587	C.J. Hammer Pump & Machinery	PV-201080	9/6/2019	200668	3 1936052		010-81500-0-00000-81101-56000-001-08	\$100.00		
							Total Check Amount:	\$100.00		
014156	CAL. DEPT. OF TAX & FEE ADMIN	PV-201062	10/14/2019		FUEL-JULY-SEP 2019		010-00000-0-00000-36000-58000-001-08	\$13.00		
							Total Check Amount:	\$13.00		
018262	Cathy Ledbetter	PV-201078	10/14/2019	200663	3 224455	SCHOOL E	010-00000-0-00000-36000-56000-001-08 BUS TRAINING RENEWAL AND DOCUMENTATION	\$720.00		
							Total Check Amount:	\$720.00		
			4011100:0	20221	0 1013696		010-00000-0-00000-82000-43000-001-08	\$426.69		22
017049	Central Sanitary Supply Central Sanitary Supply	PV-201097 PV-201098	10/4/2019 10/8/2019		9 1012686 9 1013365		010-00000-0-00000-82000-43000-001-08	\$476.82		22

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*** FINAL ***
Batch No 417

								Batch No	417 Audit	ŀ
		Reference Number	Invoice Date	PO #	Invoice No	Separat Check	e Account Code	Amount		
Vendor No	Vendor Name	Number	Date	10#	21170100 110	· · · · · · · · · · · · · · · · · · ·	Total Check Amount:	\$903.51		
								• 00.0		22
015887	EMD Networking Services	PV-201093	10/15/2019	200111	BASE99473-NOV		010-00000-0-00000-77000-58000-001-19	\$197.00		22
							Total Check Amount:	\$197.00		
	and the second s	PV-201073	8/13/2019	200661	0122319		010-00000-0-00000-82000-43000-001-08	\$241.46		22
014126	EnviroClean Sanitation Supply EnviroClean Sanitation Supply	PV-201073 PV-201074			0122997		010-00000-0-00000-82000-43000-001-08	\$4,854.38		22
	2						Total Check Amount:	\$5,095.84		
0.0010	FDC	PV-201082	10/9/2019	200539	2289		010-60100-0-11100-10000-43000-001-07	\$1,125.00		22
018812	ERC	PV-201002	10/5/2015	20033.			Total Check Amount:	\$1,125.00		
017784	Exeter Small Engine Repair	PV-201102	10/19/2019	200192	2 1626-PISTON RING		010-81500-0-00000-81101-56000-001-08	\$134.86		
017704	Exeter Small Engine Repair	PV-201103			1624-CALFKIT/PLUG		010-81500-0-00000-81101-56000-001-08	\$114.86		
							Total Check Amount:	\$249.72		
001928	Farmersville USD - PC Fund	PV-201117	9/19/2019		#1346-HOME TOWN		010-00000-0-00000-71500-43000-001-01	\$165.00	М	22
001320		DV 204440	10/0/2010	20001	2 #1348-D. JUAREZ	POOL OP	ENING SNACKS 010-00000-0-00000-74000-58000-001-01	\$74.00	М	22
	Farmersville USD - PC Fund	PV-201118	10/9/2019	20001	2 #1540-D. JUNICE		Total Check Amount:	\$239.00		
0.4.5505	FARMERSVILLE USD-CAFETERIA	PV-201116	9/30/2019	20067	2 9		010-30100-0-00000-24950-43000-001-07	\$50.00	1	22
015585	FARMERSVILLE USD-CAPETERIA	PV-201110	9/30/2019	20007			Total Check Amount:	\$50.00		
			0/20/2010	20066	2 CAVIS133622		010-81500-0-00000-81101-43000-001-08	\$75.96)	22
018328	Fastenal	PV-201075	8/28/2019		2 CAVIS133022 2 CAVIS133760		010-81500-0-00000-81101-43000-001-08	\$216.58	i	22
	Fastenal Fastenal	PV-201076 PV-201077	9/9/2019 9/23/2019		2 CAVIS133700 2 CAVIS133945		010-81500-0-00000-81101-43000-001-08	\$52.84	i	22
	Pasterial	1 4 2010//	3,23,2013				Total Check Amount:	\$345.38	į	
010547	Ferguson Enterprises Inc.	PV-201071	8/28/2019	20065	8 6877343		010-81500-0-00000-81101-56000-001-08	\$212.07		22
018547	r ergusori Enterprises inc.	, v-2010/1	0, 20, 2013				Total Check Amount:	\$212.07	•	
019237	FLUORESCO SERVICES LLC	PV-201123	7/10/2019	20070	0 1355180	EQUIPMI	010-00000-0-00000-81101-58000-001-90 ENT FOR LED BOARD	\$915.00)	



Accounts Payable Final PreList - 10/17/2019 2:31:38PM

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G

\$318,916.77

010-00000-0-00000-00000-95024-000-00

*** FINAL *** Batch No 417 Audit Separate Invoice Reference Amount Flag EFT Check Account Code Date PO # Invoice No Number Vendor No Vendor Name \$915.00 Total Check Amount: 22 \$127.90 010-81500-0-00000-81101-43000-001-08 10/11/2019 200180 9320654081 PV-201125 018233 Grainger Inc. \$127.90 **Total Check Amount:** 22 \$322.56 130-53100-0-00000-37000-56000-007-11 10/7/2019 200039 6177188 PV-201081 Heritage Food Service Equipmen 018551 22 \$212.24 130-53100-0-00000-37000-56000-007-11 10/15/2019 200039 6196844 PV-201109 Heritage Food Service Equipmen \$534.80 **Total Check Amount:** 22 \$391.47 010-81500-0-00000-81101-43000-001-08 9/5/2019 200669 \$1890838.001 PV-201126 Johnstone Supply 018539 \$391.47 Total Check Amount: 22 \$157.49 010-07200-0-11331-10000-43000-001-92 200687 173247377 8/27/2019 PV-201111 JW PEPPER & SON, INC. 015590 22 \$780.85 010-07200-0-11331-10000-43000-001-92 200687 173251178 8/27/2019 PV-201112 JW PEPPER & SON, INC. 22 \$67.43 010-07200-0-11331-10000-43000-001-92 8/28/2019 200687 173397451 PV-201113 JW PEPPER & SON, INC. \$1,005.77 **Total Check Amount:** \$350.00 010-11000-0-11306-42000-58000-005-05 10/15/2019 200653 FARMERSVILLE UNIFIED LATON BOYS BASKETBALL PV-201100 019295 \$350.00 Total Check Amount: 22 \$164.84 010-30100-0-11100-10000-43000-005-07 SCHOLASTIC MAGAZINE/BOOKFA PV-201115 9/19/2019 200569 M6867764 017958 **IRS Total Check Amount:** \$164.84 \$165.00 010-07200-0-11100-10000-58000-008-54 10/16/2019 200688 YOUNG PEOPLE CONCERT PV-201106 SEQUOIA SYMPHONY 019302 **ORCHESTRA** \$165.00 **Total Check Amount:** \$160.00 010-00000-0-00000-36000-56000-001-08 SIERRA SIGN COMPANY PV-201124 5/31/2019 200705 6509 013965 \$160.00 Total Check Amount: \$2,776.70 010-00000-0-00000-72000-34020-001-06 PV-201094 10/15/2019 Insurance 015034 SISC III G \$8.20 010-00000-0-00000-00000-95028-000-00 10/15/2019 Insurance SISC III G 010-00000-0-00000-71100-34020-001-01 \$5,281.60 10/15/2019 Insurance SISC III \$12,750.40 G 010-00000-0-00000-00000-95028-000-00 10/15/2019 Insurance SISC III

10/15/2019

Insurance



SISC III

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*** FINAL ***
Ratch No. 417

								Batch No 4	117 Audit	
		Reference Number	Invoice Date	PO #	Invoice No	Separate Check	e Account Code	Amount		EFT
Vendor No	Vendor Name	Number	Date				Total Check Amount:	\$339,733.67		
016353	SOCCER EXPRESS USA	PV-201096	10/8/2019	200667	100819	SOCCER S	010-11000-0-11306-42000-43000-005-05 DCKS AND SHINGUARDS	\$2,859.45		
	e .						Total Check Amount:	\$2,859.45		
	THE PARTY OF THE P	DV 201062	10/14/2010	200027	ACCT 2228125209		010-00000-0-00000-82000-55002-005-08	\$30,000.00		
005383	SOUTHERN CALIFORNIA EDISON CO SOUTHERN CALIFORNIA EDISON	PV-201063 PV-201064			ACCT 2228125209		010-00000-0-00000-82000-55002-002-08	\$5,000.00		
	CO SOUTHERN CALIFORNIA EDISON	PV-201004 PV-201065			ACCT 2228125209		010-00000-0-00000-82000-55002-003-08	\$5,000.00		
	CO SOUTHERN CALIFORNIA EDISON	PV-201065	10/14/2019		7 ACCT 2228125209		010-00000-0-00000-82000-55002-004-08	\$5,000.00		
	CO SOUTHERN CALIFORNIA EDISON	PV-201067			7 ACCT 2228125209		010-00000-0-00000-82000-55002-008-08	\$5,000.00		
	CO SOUTHERN CALIFORNIA EDISON	PV-201068			7 ACCT 2228125209		010-00000-0-00000-82000-55002-006-08	\$528.01		
	CO SOUTHERN CALIFORNIA EDISON	PV-201069	10/14/2019	20002	7 ACCT 2228125209		010-00000-0-00000-82000-55002-005-08	\$5,000.00		
	CO						Total Check Amount:	\$55,528.01		
005383	SOUTHERN CALIFORNIA EDISON	PV-201070	10/14/2019	20002	7 ACCT#-3022546422	*	010-00000-0-00000-82000-55002-008-08	\$8,407.58		
	СО						Total Check Amount:	\$8,407.58		
	and officer Consider	PV-201107	10/16/2010	20065	7 FARMERSVILLE UNIFIED		010-11000-0-11306-42000-58000-004-04	\$747.00	J	
016334	Sports Officiating Services	PV-201107	10/10/2019	20003	/ PARTIEROVILLE GITTE		Total Check Amount:	\$747.00		
		27, 201121	9/7/2019	20070	6 170001		010-81500-0-00000-81101-56000-001-08	\$635.00		22
014707	THE EXPERIENCED GARDENER INC.	PV-201121 PV-201122	10/5/2019				010-81500-0-00000-81101-56000-001-08	\$635.00		22
	THE EXPERIENCED GARDENER INC.	PV-201122	10/3/2019	20070	0 170333		Total Check Amount:	\$1,270.00		
								\$390.00		
015770	Tulare Co Environmental Health	PV-201095	10/3/2019	20006	4 IN0181976-JR.HIGH		130-53100-0-00000-37000-58000-007-11	\$390.00 \$390.00		
	,						Total Check Amount:			
018920	TULARE COUNTY OFFICE OF ED TULARE COUNTY OFFICE OF ED TULARE COUNTY OFFICE OF ED	PV-201127 PV-201128 PV-201129	9/19/2019 9/25/2019 9/19/2019	20068	4 200472		010-07200-0-11100-10000-43000-002-55 010-40350-0-11100-10000-52000-004-07 010-40350-0-11100-10000-52000-004-07	\$198.00 \$110.00 \$110.00		

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*** FINAL ***
Batch No 417

								Dusciiiio		,
		5 . 6	Trucios			Separat	e		Audit	
Vandor No	Vendor Name	Reference Number	Invoice Date	PO #	Invoice No	Check	Account Code	Amount	Flag	EFT
Vendor No	Vendor Name						Total Check Amount:	\$418.00		
017759	U.S. BANK	PV-201083 PV-201084 PV-201085 PV-201104 PV-201105 PV-201108	8/22/2019	20062	EMILY KOOP EMILY KOOP EMILY KOOP EMILY KOOP EMILY KOOP CHRIS DELEON FARMERSVILLE UNIFIED 7 PAUL SEVILLANO 7 FARMERSVILLE UNIFIED 5 SCOT WILLIAMS		010-30100-0-11100-10000-58000-001-77 010-07200-0-11100-10000-43000-005-55 010-35500-0-38000-10000-43000-005-05 010-11000-0-00000-27000-43000-005-05 010-30100-0-11100-10000-43000-005-07 010-00000-0-00000-77000-43000-001-19 010-40350-0-11100-10000-58000-001-64 010-00000-0-00000-71500-43000-001-01 010-00000-0-00000-71500-43000-001-01 010-81500-0-00000-81101-43000-001-08 Total Check Amount:	\$229.03 \$458.67 \$165.20 \$94.34 \$239.76 \$770.67 \$217.97 \$15.91 \$34.40 \$2,898.16	M M M M M M M	
001076	VALLEY PACIFIC PETROLEUM SVCS	PV-201130	10/15/2019	20006	3 19182268		130-53100-0-00000-37000-43000-007-11	\$157.58		22
017534	Visalia Unified School Dist	PV-201072	9/16/2019	20066	0 38-JULY/AUG	JULY-AUC		\$157.58 \$10,976.54	D	
012603	WHITE'S MUSIC CENTER	PV-201114	10/10/2019	20068	9 543883		Total Check Amount: 010-07200-0-11331-10000-43000-001-92 Total Check Amount:	\$10,976.54 \$55.40 \$55.40		22
016315	Woodlake Public Schools	PV-201099	10/15/2019	20065	5 FARMERSVILLE UNIFIED		010-11000-0-11306-42000-58000-005-05 Total Check Amount:	\$400.00 \$400.00		



Vendor No Vendor Name

Tulare County Office of Education

10/17/2019 2:31:38PM

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Accounts Payable Final PreList - 10/17/2019 2:31:38PM

*** FINAL ***

Batch No 417

Audit Amount Flag EFT

Reference Number

Invoice Date

PO # Invoice No

Check Account Code

Separate

Total District Payment Amount:

\$484,779.70

BOARD TRANSMITTAL FORM

Date:	November	12, 2019						
TO:	School Board Members							
Prepared by:	Dr. Paul Sev	Dr. Paul Sevillano, Superintendent						
Agenda Subject:	Approval to on January 2	Approval to attend ACSA Superintendent's Symposium on January 29-31, 2020 in Indian Wells, CA						
Agenda Section:	CONSENT CALENDAR							
	☐ Action	Discussion	Consent					
	Reports	☐ Information only	Closed Session					
Wells, CA. The go around the state tog	endent'S Symposical of ACSA's Supgether for an invalue vocacy. This is the story of	erintendent's Symposius able two and a half day e best time to look at the to review the state-of-tendance at ACSA's Su	ary 29-31, 2020 in Indian m is to bring leaders from s of professional learning, he Governor's Budget and the-state and state-of-the-aperintendent's					
Fiscal Impact:	010-00000-0-000	000-71500-52000-001-0	01					
	Hotel: Registration: Transportation: Food: Miscellaneous:	\$931.79 \$650.00 \$289.00 (rental car) \$350.00						
	Total Projected	Cost per person: \$2	2,220.79					

Approved by:

Dr. Paul Sevillano, Superintenden

- ← / ♠ (https://www.acsa.org/index.php)
- / Professional Learning (https://www.acsa.org/Professional-Learning)
- / Conferences (https://www.acsa.org/Professional-Learning/Conferences)
- / Superintendents' Symposium

Superintendents' Symposium

Event Information



This annual event brings school leaders from around the state together for an invaluable two and a half days of professional learning, networking and advocacy. This is the best time to look at the governor's budget and for superintendents to get together to review the state-of-the-state and the state-of-the-district.

More than ever before it is time for superintendents to lead a movement to restore California schools to their once-held rank of the best in the nation. A focus will be on integrating technology into curriculum and professional development in a digital world.

REGISTER NOW (HTTP://WWW.CVEN

Jan. 29 - 31, 2020
Hyatt Regency Indian Wells,
CA
(https://www.hyatt.com/enUS/hotel/california/hyattregency-indian-wellsresort-and-spa/champ?
src=corp_lclb_gmb_seo_nam_champ)

Registration Fees:

Superintendent:

ACSA Member: \$650 | Non-

Member: \$999

NASS Member: \$650.00 Retired Superintendent: ACSA Member: \$325 | Non-

Member: \$525

Retired NASS Member: \$325.00

Registration Fees Include:

Attendance to all educational activities, Wednesday through Friday

- Lunch and Reception on Wednesday and Thursday
- Breakfast on Friday

Upcoming Dates & Locations

2020: Jan. 29-31 | Hyatt Regency, Indian Wells, CA

2021: Jan. 27-29 | Monterey Conference Center, CA

BOARD TRANSMITTAL FORM

Date:	November 1	November 12, 2019					
To:	School Boar	School Board Members					
Prepared by: Agenda Subject:		Emily Koop, Principal High School AD to State Conference					
Agenda Section:	HIGH SCH	HIGH SCHOOL ISSUES					
	☑ Action☐ Reports	☐ Discussion ☐ Information on	☐ Consent ☐ Closed Session				
Background/Sum	mary:						
When: April Where: Reno,	14th through Apri		Conference				
Recommendation	: Approval fo	r conference.					
Fiscal Impact:	Athletic Professi	onal development bu	dget				
<i>y</i>	Hotel: Registration: Transportation: Food: Substitutes: Miscellaneous: Total Projected (None Required None					
TOTAL PROJECTED COST OF CONFERENCE \$1,388.16							
Approved by:	Principal						
Approved by:	Dr. Paul Sevillan	o, Superintendent					

HOME

ABJUT

MEMBERSHIP

NEWS

CONFERENCE & EVENTS

PARTNERS

RESOURCES

The California State Athletic Directors Association has been one of the biggest volunteer associations for most of its fifty plus years of existence. The mission which has developed is to create an athletic directors' educational organization to help increase the professionalism, knowledge and consistency of Athletic Directors in schools throughout California.

CSADA has created a strong connection with the California Interscholastic Federation (CIF) from its inception establishing a professional support system needed to further its vision.

Awards have always been a major part of CSADA giving back to hard working athletic directors and recognizing outstanding ADs. Conservatively, there have been 500+ section award winners in the history of our organization.

Our Newline Magazine (current copy available in the News section of this website) gives an additional avenue to pass on important information, tell meaningful stories and discuss issues with all athletic personnel—not only in California but also throughout the nation. Currently, 6,200 copies of each of three issues (November, February and June) are printed with three issues going to each school in California. One copy for the Superintendent, one for the Principal and one for the Athletic Director.

Getting some of the best speakers in the nation to present at our CSADA yearly conference has made our conference a destination for ADs and Athletic Administrators all over California.

BOARD

SECTION VPS

BOARD OF CONSULTANTS

AWARDS

HISTORY

NEWSLINE

1/2

Register for 2020 CSADA Annual Conference

🗎 Apr 16, 2020 - Apr 20, 2020 Peppermill Reno, 2707 S. Virginia Street, Reno, NV 92108 ■ raiphandsusan@netzero.net | ► 714-351-1757

Event Fee(s)

2020 CSADA Conference Regular Admission Fee

\$200.00

Total Due: \$200.00

You may need to complete additional forms and pay event fees before registration is complete.

Yes, Register

Close

CSADA - California State Athletic Directors Association 2020 Annual Meeting

APR 14, 2020 - APR 18, 2020



MAKE A RESERVATION EDIT

Check In:

Check Out:

Nights

Rooms

Guests

Max guens per toom

SMOKING KING

1 adult, 4 nights

SUBTOTAL:

Peppermill Resort Spa Casino

PEPPERMILL TOWER NON-

TUE, APR 14, 2020

SAT, APR 18, 2020

1

USD 476.00

USD 476.00



Guest Information

Peppermill Resort Spa Casino / Tue, Apr 14, 2020 - Sat, Apr 18, 2020 / Peppermill Tower Non-Smoking King 1 adult

PERSONAL INFORMATION

PERSONAL INFORMATION

PAYMENT INFORMATION

Room: Peppermill Tower Non-Smoking King

Number of adults in this room: 1

▼ Number of children: 0

GUEST 1

Arrival Date

4/14/20

Departure Date

4/18/20

Arrival Time

Email

First Name

Prefix

Confirm Email Company Name

Middle Initial

Country

SELECT COUNTRY

Last Name

Mailing Address

Suffix

Apt/Suite Number

Position/Title

City

State, Zip

Phone Number

OTHER INFORMATION

Accessible

Additional Requests

Yes, I'd like to be notified about the upcoming event specials and promotions. See our Terms & Conditions

Show room policies

Proceed to Payment Information

46 %1

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BOARD TRANSMITTAL FORM

Date:	November 12,	2019						
To:	School Board	School Board Members						
Prepared by:	Dr. Paul Sevillano, Superintendent							
Agenda Subject:	Tulare County Office of Education- Professional Development Work Plan Agreement							
Agenda Section:	Agenda Section: CURRICULUM							
	Ξ Action	☐ Discussion	□ Consent					
	☐ Reports	☐ Information only	☐ Closed Session					
Background/Summary: The district has developed an ongoing partnership with Tulare County Department of Education (TCOE) to provide professional development services for district staff. A TCOE consultant will provide educational technology training for teachers on the implementation of the Google Classroom resources (Phase One) for the scheduled January 13, 2020 staff development day. TCOE Educational Technology Consultant Katherine Goyette will train a cadre of district teachers to provide Google Classroom training for all teachers in preparation for the staff development day. A Google Classroom survey and supporting classroom resources will be developed and implemented across the district.								
Recommendation: Approve Work Plan Agreement Fiscal Impact: Title IV Funds \$2,050								
Approved by: Dr.	Paul Sevillano,	Superintendent						

wo	ORK PLAN	(TULARE COUNTY)			•		TULARE C		FFICE OF		
JUL'	Y 1, 2019 - JU	JNE 30, 2020 INITIAL OR R	REVISION DATE:	7/1/	/19	2	EDUC	AHONAL	. KESOON	CE SER	VICES
DIS	STRICT/SCHOOL:	Farmersville Unified School District		TCOE LEAD(S): _	Katherine Goy	ette					
	CONTACT:	Dr. Paul Sevillano		CONTENT AREA:	Educational To	echnology					
				-	Please retur	n the sianed	work plan via	fax (559) (651-3573	or EMAI	L to:
С	CONTACT EMAIL:	psevillano@farmersville.k12.ca.us		-	, , , , , , , , , , , , , , , , , , , ,		na.Cerrillos (
CON	TACT MOBILE #:	559-592-2010		_					sum plan est transmit		120000000
				SIONAL LEARN							
1)	Build teacher	capacity to use Google Classroom integration to sup	ports studen	t achievement o	f CA state star	ndards, using	pedagogically	sound me	thods	4- /:6 annl	icable)
	A CONTRACTOR OF THE PROPERTY OF THE PARTY OF							VVOIKSIIO	p Participan	ts (ij uppi	icablej
		CONCULTANT ACTIVITY	DISTRICT RE	SPONSIBILITY	ON-SITE DAY(S)	PREP & FOLLOW-UP DAY(S)	SUBTOTAL DAY(S)	# of partici- pants	\$50 for # above 20	Esti- mated	Actual
1	11/8/19	Planning for Google Classroom PD Day	District its		1		1		\$ -		
2	11/6/19	Prep/Follow Up to Ensure Effective Implementation	1			1	1		\$ -		
3		Trepyronow op to Ensure Ensure En-					0		\$ -		
4							0		\$ -		
5							0 ,		\$ -		-
6							0		\$ -	4-	-
7							0		\$ -		-
8							0		\$ -	-	-
9							0		\$ -		
						DAYS	2				
					TULARE C	OUNTY RATE	\$ 1,025			_	
						SUBTOTALS	\$2,050.00		\$0.0	0	
	TOTAL FOR SERVICES \$2,050.00										
BIN	BINDERS / BOOKS / MATERIALS / OTHER FEES (if applicable) EACH QTY AMOUNT E A							A			
#	DATE OF SERV	ICE ITEM (BINDERS / BOOKS / MATERIALS / OTHER)					EACH	٧	\$0.00	 -	T

GRAND TOTAL FOR SERVICES & MATERIALS/OTHER

<<<unhide hidden rows if needed

DATE

DISTRICT / SCHOOL SIGNATURE

\$0.00

TOTAL FOR MATERIALS

\$2,050.00

\$0.00

BOARD TRANSMITTAL FORM

Date:	November 12, 2019						
To:	School Board Members						
Prepared by:	Ed Kotoian, CTE Coordinator						
Agenda Subject:	Skills USA Application for Chapter Charter						
Agenda Section:	CURRICULUM						
	X Action	☐ Discussion	□ Consent				
	☐ Reports	☐ Information only	☐ Closed Session				
Background/Summary: Skills USA is a nationally recognized student leadership organization. The focus of the organization is to develop student leaders in the area of Career Technical Education. Students will have the opportunity to access job skills curriculum that will assist them in obtaining employment in various industry sectors. The Skills USA curriculum will prepare students for annual competitions to test their skills in various industry sectors. CTE teachers will serve as advisors for the student organization and student officers will lead the organization. The cost of the Skills USA curriculum is \$10 per student with a projection of approximately 300 students participating in the program. LCAP funds will be used to offset these costs.							
Who: CTE Teachers and students							

Who: CTE Teachers and students What: Skills USA Chapter Charter Where: Farmersville High School

When: Annual Membership

Fiscal Impact: *not to exceed* \$3,000 LCAP Funds

Recommendation: Approve

Approved by:

Dr. Paul Sevillano, Superintendent





Home > About > Overview of SkillsUSA

National Organization

Overview of SkillsUSA

Headquarters Office

Board of Directors

National Officers

Alumni and Friends E...

History and Brand Res...

Values and Vision

Annual Report

Theme

SkillsUSA Foundation

Official National Partn...

Careers at SkillsUSA

Overview of SkillsUSA







SkillsUSA is a national membership association serving high school, college and middle school students who are preparing for careers in trade, technical and skilled service occupations, including health occupations, and for further education. SkillsUSA is a partnership of students, teachers and industry working together to ensure America has a skilled workforce. SkillsUSA helps each student excel.

Membership:

More than 345,000 students and advisors join SkillsUSA each year, organized into more than 19,000 local chapters and 52 state and territorial associations. There are 20,926 teachers serving as professional members and SkillsUSA advisors. Combining alumni membership, the total number reached annually is over 427,000. SkillsUSA has served more than 13.5 million members since its founding in 1965.

Mission:

SkillsUSA empowers its members to become world-class workers, leaders and responsible American citizens. SkillsUSA improves the quality of our nation's future skilled workforce through the development of Framework skills that include personal, workplace and technical skills grounded in academics.

Vision:

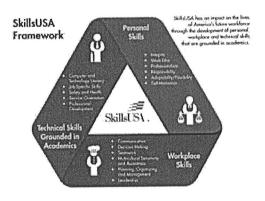
SkillsUSA produces the most highly skilled workforce in the world, providing every member the opportunity for career success.

Partners:

More than 600 business, industry and labor organizations actively. Like most websites, we use cookies here, but we don't share your information. By continuing your visit, you support SkillsUSA at the national level through financial aid, in-kind contributions, and involvement of their people in SkillsUSA activities. Manyorore workrivectypotherate associations and local chapters. Commitment by industry to the annual national SkillsUSA Championships is valued at more than \$36 million.

Programs:

SkillsUSA offers local, state and national opportunities for students to learn and practice personal, workplace and technical skills. These three components comprise the SkillsUSA Framework, a blueprint for career readiness. Local chapters conduct a full program of work and many students also



Click to download full size graphic

attend a district or state conference. At the SkillsUSA Championships, more than 6,000 students compete in 100 occupational and leadership skill areas each June. These national technical competitions help establish industry standards for job skill training and entry-level workers. SkillsUSA is recognized by the U.S. Department of Education as a successful model of employer-driven youth development training.

Resources:

SkillsUSA offers many resources for educators and students. The Chapter Excellence Program honors local chapter achievement around the SkillsUSA Framework of personal, workplace and technical skills. The SkillsUSA Career Essentials suite is a solution to industry and education needs in preparing career-ready students who are productive and promotable. Including Foundations, Experiences and Assessments, the suite helps students develop the skills, attitudes and values that allow them stand out from other applicants in the skilled labor marketplace. Jump into STEM! provides tools and activities for SkillsUSA members to help both elementary- and middle-school students take part in interactive career experiences. Student2Student Mentoring gives high school students opportunity to mentor younger students around career exploration. CareerSafe is a 10-hour online OSHA safety-training program that provides students with a workplace credential. The SkillsUSA Championships Technical Standards is the official competition quide, with a full list of competencies as well as embedded academic skills.

For more information:

Jane DeShong Short, Manager, Public Relations 703-737-0612

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Kareraκαροι, the state constituer, Public Relations 70β-0607 PRIVACY POLICY



APPLICATION FOR CHAPTER CHARTER*

The Farmersville High School	Chapter hereby applies for Charter			
(state)	n of SkillsUSA Inc.			
We certify that students supporting this Charter are enrolled in bona-fide technical, skilled and service occupations education classes, which may include health occupations, meeting the requirements of the State Plan for Career and Technical Education. It is requested that a Certificate of Charter evidencing affiliation be issued to the above-named school. As required by SkillsUSA, we hereby submit a coportion of our constitution and bylaws.				
Daniel Benitez/Melissa Bourn Chapter Advisor	School Administrator			
Signature	Signature			
Farmersville High School School Name	631 E. Walnut Avenue			
631 E. Walnut Avenue	Famersville CA 93223 City State ZIP			
Farmersville CA 93223 City State ZIP	Date Submitted 5595944567 Telephone Number			
dbenitez@farmersville.net / mbourn@farmersville.net Advisor Email Address				
INSTRUCTIONS: Send one copy of this application with a copy of your chapter constitution and bylaws to the director of your state SkillsUSA association. For the director's address, go to: www.skillsusa.org/about/state-directors/.	FOR STATE USE ONLY RECEIVED: APPROVED: State Association Director or Corporate Member, SkillsUSA Inc.			
*Submission of this application represents an official request	DATE:			

COPY RETURN DATE:____

by the local Board of Education for educational services

to be provided by the State Board of Career and Technical

Education in cooperation with SkillsUSA Inc.

BOARD TRANSMITTAL FORM

Date:	November 12	November 12, 2019						
To:	School Boar	School Board Members						
Prepared by:	Dr. Paul Sev	Dr. Paul Sevillano, Superintendent						
Agenda Subject:		2019-2020 Intent to Participate Agreement Tulare Kings College + Career Collaborative						
Agenda Section:	CURRICUI	CURRICULUM						
	Ξ Action	☐ Discussion	□ Consent					
	☐ Reports	\square Information only	☐ Closed Session					
Background/Summary: The intent is to continue participation in the Tulare Kings (TK) College + Career Consortium agreement with the Tulare County Office for the 2019-2020 school year. The TK College + Career Consortium provides regional support to districts to ensure that all youth complete high school, are ready for college and career options, and persist in post-secondary endeavors. This partnership agreement meets the compliance requirements for the district to participate in the Career Technical Education Incentive Grant and K12 Strong Workforce Grant programs.								
Recommendation:	N/A	N/A						
Fiscal Impact:	N/A							
Approved by:	Dr. Paul Se	villano, Superintendent						



2019-20 Intent to Participate

TULARE-KINGS COLLABORATIVE PARTNERS

The Tulare-Kings Collaborative seeks to ensure that all youth complete high school, are ready for college and career options, and persist into post-secondary. To attain this goal, regional partners will work to develop a partnership to support student's transition into post-secondary and the workforce with the academic, technical, and employability skills and knowledge necessary for success in today's economy.

STATEMENTS OF AGREEMENT AND COLLABORATION FOR ALL PARTNERS

This document, **2019-20 Intent to Participate**, becomes effective November 1, 2019 through June 30, 2020.

All parties agree to:

- Designate a primary point person to serve as a liaison and active participant, for each of the TK Workgroups and Networks, to collaborate and share ideas and progress on implementation of effective and successful college and career practices in the region.
- Collaborate with regional partners and business/industry for delivery of high quality 9-16 career pathways that provide student opportunities for innovative instruction, early college credit and work-based learning activities.
- Communicate and educate all stakeholders about regional college and career approaches and career pathways.
- Share and collect data with regional partners longitudinal, work-based learning, student success and academy/pathway quality for continuous improvement.
- Work with the region to develop an ongoing sustainability strategy to support the partnership.
- Leverage existing and relevant structures, requirements and resources to advance the regional partnership.
- Coordinate a long-term regional plan for high quality career pathways, business engagement and work-based learning.
- Participating funding partners will work diligently together to realize the outcomes of each regional funding stream.

Tulare County Office of Education will:

- Provide facilitation and leadership for the implementation for the Tulare-Kings Collaborative.
- Support college and career as well as pathway development accountability systems.
- Provide college and career readiness advocacy with state and national organizations
- Collaborate with local school district, college, business and community partners to create a cohesive regional, district/community, and pathway-level work based learning strategy.
- Adapt and create regional tools.
- Support professional learning opportunities to enhance regional career pathways.
- Foster post-secondary and industry partnerships.
- Create and maintain collaborative communication.

Kings County Office of Education will:

- Support college and career as well as pathway development accountability systems.
- Provide college and career readiness advocacy with state and national organizations
- Collaborate with local school district, college, business and community partners to create a cohesive regional, district/community, and pathway-level work-based learning strategy.
- Support professional learning opportunities to enhance regional career pathways.
- Foster post-secondary and industry partnerships.
- Create and maintain collaborative communication.

Workforce Investment Board of Tulare County will:

- Continue to support Tulare-Kings as the workforce regional intermediary.
- Work with regional businesses and partner with school districts to support local and regional work-based learning opportunities.
- Support opportunities for teachers and faculty to visit partnering business and other related companies to obtain information and resources on work-based learning.
- Promote and market the regional partnership to organizations to strengthen and broaden industry engagement.
- Involve regional employers in activities that encourage and support community engagement in education, increase student learning and improve educational achievement.
- Provide technical support for work based learning and employer engagement to education and business partners.
- Coordinate the alignment of technical skills with workforce competencies.
- Connect the partnership to the regional sector and occupational-themed strategies that promote advanced economic prosperity.

 Collaborate with Kings County Job Training Office on regional business engagement strategy for pathways.

The Workforce Investment Board | Kings County EDC & JTO:

- Work with regional businesses and partner with school districts to support local and regional work-based learning opportunities.
- Support opportunities for teachers and faculty to visit partnering business and other related companies to obtain information and resources on work-based learning.
- Promote and market the regional partnership to organizations to strengthen and broaden industry engagement.
- Involve regional employers in activities that encourage and support community engagement in education, increase student learning and improve educational achievement.
- Provide technical support for work-based learning and employer engagement to education and business partners.
- Coordinate the alignment of technical skills with workforce competencies.
- Connect the partnership to the regional sector and occupational-themed strategies that promote advanced economic prosperity.
- Collaborate with Workforce Investment Board of Tulare County on regional business engagement strategy for pathways.

Secondary and Post-Secondary Districts will:

- Participate in professional learning and student events that facilitate the development of a learning community among TK district teams.
- Collaborate with regional partners and business/industry for high quality advisory boards.
- Review academies and pathways annually for continuous improvement.

Additional Regional Partners will:

 Collaborate with the regional partners for delivery of high quality 9-16 career pathways that provide all student opportunities for innovative instruction, post-secondary transitions and work- based learning.

O	Date	
Superintendent Paul Sevillano		
Farmersville Unified School District		

BOARD TRANSMITTAL FORM

Date:	November 12,	, 2019					
To:	School Board	Members					
Prepared by: Agenda Subject:	Memorandum	Jeff Wimp, Director of Personnel Memorandum of Understanding- 2019-2020 Sandy Hook Promise Foundation					
Agenda Section:	CURRICULU	M					
	X Action ☐ Reports	☐ Discussion☐ Information only	□ Consent□ Closed Session				
Promise Foundation to	train staff and teant to hurt themsel	ill partner the district w ach students how to loo ves or others as well as eporting System.	k for signs of				
Recommendation:	Approve Mem	norandum of Understa	anding				
Fiscal Impact: N/A	A						
Approved by: Jefy	f Wjimp, Director	of Personnel					
Approved by: Dr.	Paul Sevillano,	Superintendent					



Say Something Anonymous Reporting System (SS-ARS) Memorandum of Understanding (MOU) between Sandy Hook Promise Foundation and the School Districts (Affiliate(s) or District(s) listed as Signatories to the MOU who are affiliates of the Tulare County Office of Education

This Memorandum of Understanding ("MOU") is entered into by Sandy Hook Promise Foundation ("SHPF"), a nonprofit IRC 501(c) (3) organization, located at 13 Church Hill Road, Newtown, Connecticut 06470, and Affiliates delineated on the attached signature page. SHPF and Affiliates may also each be referred to herein individually as a "Party" or collectively as the "Parties."

1. PURPOSE.

SHPF and Affiliates agree to educate middle and high school students about SHPF's no-cost Say Something Anonymous Reporting System (SS-ARS) on or about October 2019. SS-ARS teaches students how to look for warning signs, signals and threats, especially in social media, from individuals who may want to hurt themselves or others and to Say Something to a trusted adult or by using the Anonymous Reporting System (App, Website or 24/7 Crisis Telephone Line) to get them help.

2. DUTIES.

The Parties shall perform the duties described generally below, attached hereto and made a part hereof.

A. SHPF will perform the following duties:

- i. Program coordination and delivery: From setup, delivery, materials/collateral, etc ... SHPF will provide full student, educator and administrator training on SS-ARS.
- ii. Program sustainability: Provide support, activities and framework (if needed) to embed SS-ARS into a new or existing student club and provide ongoing awareness materials (posters, stickers, etc) at no cost to Affiliates.
- iii. Compliance: SHPF shall adhere and comply with Affiliates' guidelines, policies, and applicable federal and State laws.
- iv. SS-ARS Program Specifics: SHPF agrees with SS-ARS Agreement (Exhibit A) and corresponding Terms of Use (Exhibit B), Privacy Agreement (Exhibit C), Life Safety and Non-Life Safety Tip Definitions (Exhibit D) and Reporting Process and Protocols (Exhibit E).
- v. <u>Background Checks:</u> All SHPF employees, agents and volunteers who may have contact with students will undergo and must pass a background checks before interacting with students. Copies of the background checks shall be provided to each Affiliate.

B. Affiliates will perform the following duties:

- Communication: Affiliates will communicate the benefits of SS-ARS, provide support with scheduling and outreach and, where needed, communication on presentations/training.
- ii. Recruitment: Affiliates will help identify "adult champions" within each school receiving training (for example - educator, administrator) who will coordinate and be the main contact with SHPF staff.
- iii. Liaison: Affiliates' representatives will participate in agreed upon communication calls and/or meetings



with SHPF for updates.

- iv. <u>Policies and Procedures:</u> Affiliates will inform SHPF on the relevant Affiliates' policies and procedures applicable to the services SHPF is providing. Affiliates to coordinate visitor passes for Program Coordinator, Presenters and, as needed, SHPF support staff.
- v. <u>Special Event Support:</u> Affiliates to support identified and agreed to special events and SHPF "Call to Action" Weeks including VIP management, media management and venue management.
- vi. <u>SS-ARS Program Specific:</u> Affiliates agree with SS-ARS Agreement (Exhibit A) and corresponding Terms of Use (Exhibit B), Privacy Agreement (Exhibit C), Life Safety and Non-Life Safety Tip Definitions (Exhibit D) and Reporting Process and Protocols (Exhibit E)
- 3. <u>FUNDING.</u> SHPF shall fund program development, implementation and sustainability. This MOU does not include or anticipate the exchange of any funds between the Parties excluding materials and collateral requested above and beyond allocated amounts provided to each school. Note: SHPF does not cover the cost of educators and/or administrators time away from the classroom or school as well as meals or snacks during training sessions.
- 4. <u>TERM AND TERMINATION</u>. This MOU shall be effective from the date the last Party signs through June 30, 2022. This MOU may be terminated, in whole or in part, by any Party hereto, upon thirty (30) calendar days' advance written notice to the other Party. However, the MOU shall remain in effect for all other entities. This MOU may be amended at any time by the mutual agreement of the Parties; provided, however, that before any amendment shall be operative or valid, it shall be reduced to writing and signed by the authorized representatives of the Parties, including any amendments to any and all Exhibits of this MOU.

5. CONFIDENTIALITY

- A. SHPF shall not use any communications or information obtained from Affiliates for any purpose other than the performance of this MOU, without the individual Affiliates' written prior consent. SHPF understands and agrees that it is subject to all Affiliates' policies relating to the confidentiality of student information. SHPF acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.
- B. At the conclusion of the performance of this MOU, SHPF shall return to Affiliates all written materials constituting or incorporating any communications or information obtained from Affiliates. Upon individual Affiliate's specific written approval, SHPF may retain copies of such materials, subject to the requirements of Subsection 5(A), above.
- C. SHPF may disclose to any sub-contractor, or individual Affiliate's approved third parties, any information otherwise subject to Subsection 5(A), above, that is reasonably required for the performance of the sub-contractor's work under this MOU. Prior to any such disclosure, SHPF shall obtain the sub-contractor's written MOU to the requirements of Subsection 5(A), above and shall provide a copy of such MOU to Affiliates.
- D. SHPF represents that it shall not publish or cause to be disseminated through any press release, public statement, or marketing or selling effort any information which relates to this MOU, nor shall SHPF make representations about the Affiliates in oral or written form without the prior written approval of individual Affiliates.



- E. SHPF's obligation of confidentiality with respect to information submitted or disclosed to SHPF by Affiliates hereunder shall survive termination of this MOU.
- 6. <u>LIABILITY</u>. The Affiliates, including its employees, agents, volunteers, and Board of Trustees both individually and collectively, shall have no liability whatsoever for the actions of, or failure to act by, or with respect to any claim or cause of action that arises from the actions of omissions or for any SHPF officers, employees, agents, volunteers, subcontractors, or assigns or with respect to personal injury or property damage sustained by SHPF, its officers, employees, agents, volunteers, or subcontractors in the performance of this MOU, whether caused by the Affiliates, their officers, employees, or by third persons. SHPF covenants and agrees that SHPF shall be solely responsible for and with respect to any claim or cause of action arising out of or with respect to any act, omission or failure to act by the SHPF or its employees, agents, officers, volunteers, or subcontractors.
- 7. INDEPENDENT CONTRACTOR. While engaged in performance of this MOU, the SHPF is an independent contractor and is not an officer, agent, or employee of the Affiliates. SHPF is not entitled to benefits of any kind to which Affiliates' employees are entitled, including but not limited to unemployment compensation, worker' compensation, health insurance and retirement benefits. SHPF assumes full responsibility for the acts and/or omissions of SHPF's employees or agents as they relate to performance of this MOU. SHPF assumes full responsibility for workers' compensation insurance, and payment of all federal, state and local taxes or contributions, including but not limited to unemployment insurance, social security, Medicare and income taxes with respect to SHPF and SHPF's employees and agents. SHPF warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) for qualification as an independent contractor, including but not limited to being hired on a temporary basis, having some discretion in scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment. SHPF agrees to indemnify Affiliates for all costs and any penalties arising from audits by state and/or federal tax entities related to services provided by SHPF's employees and agents under this MOU.
- 8. <u>CONFLICT OF INTEREST.</u> SHPF represents that SHPF has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this MOU and that no person having any such interest shall be subcontracted in connection with this MOU or employed by SHPF. SHPF shall not conduct or solicit any Affiliate business while on Affiliate property or time.
 - A. SHPF will also take all necessary steps to avoid the appearance of a conflict of interest and shall have a duty to disclose to the Affiliates prior to entering into this MOU any and all circumstances existing at such time which pose a potential conflict of interest.
 - B. SHPF warrants that it has not directly or indirectly offered or given, and will not directly or indirectly offer or give, to any employee, agent, or representative of Affiliates any cash or noncash gratuity or payment with view toward securing any business from Affiliates or influencing such person with respect to the conditions, or performance of any contracts with or orders from Affiliates, including without limitation this MOU. Any breach of this warranty shall be a material breach of each and every contract between Affiliates and SHPF.
 - C. Should a conflict of interest issue arise, SHPF agrees to fully cooperate in any inquiry and to provide the Affiliates with all documents or other information reasonably necessary to enable the Affiliates to determine whether or not a conflict of interest existed or exists.



- D. Failure to comply with the provisions of this section shall constitute grounds for immediate termination of this MOU, notwithstanding Section 4, "Term and Termination," above, in addition to whatever other remedies the Affiliates may have.
- 9. <u>EQUAL EMPLOYMENT OPPORTUNITY.</u> It is the policy of the Affiliates that, in connection with all work performed under Affiliates MOUs, there shall be no discrimination against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, marital status, sex, sexual orientation, age, disability or medical condition and, therefore, the SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.
- 10. <u>NON-DISCRIMINATION</u>. The Affiliates prohibit discrimination, harassment, intimidation and/or bullying and actual or perceived sex, sexual orientation, gender, gender identity, gender expression, race or ethnicity, ethnic group identification, ancestry, nationality, national origin, religion, color, mental or physical disability, age, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, in any program or activity it conducts or to which it provides significant assistance. The SHPF agrees to comply with applicable federal and state laws. In addition, the SHPF agrees to require like compliance by its employees, agents, and all sub-contractors employed on the work.
- 11. <u>GOVERNING LAW.</u> The validity, interpretation and performance of this MOU shall be determined according to the laws of San Diego County, California.
- 12. FINGERPRINTING and BACKGROUND CHECKS. The SHPF shall perform the following acts:
- A. As required by Affiliates, SHPF shall have all current and subsequent employees, agents and volunteers of who may enter a school site during the time that students are present submit their fingerprints in a manner authorized and required by Affiliates;
- B. Prohibit employees, agents and volunteers of SHPF from coming into contact with students until Affiliates and/or SHPF have ascertained that the employee, agent or volunteer has not been convicted of a felony;
- C. Certify in writing to the Affiliates that neither SHPF nor any of SHPF's employees, agents or volunteers who may enter a school site during the time that students are present have been convicted of a felony; and
- D. As required, provide a list of the names of SHPF's employees, agents and volunteers who may have contact with students to the Affiliates administrator for this MOU.
- 13. <u>INSURANCE</u> SHPF shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this MOU, the following insurance coverage from a licensed, admitted or authorized insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficiently estimated to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with SHPF's fulfillment of any of its obligations under this MOU:
 - A. Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:
 - \$1,000,000 per occurrence
 - \$ 100,000 fire damage
 - \$ 5,000 med expenses
 - \$1,000,000 personal & adv. injury



\$3,000,000 general aggregate \$3,000,000 products/completed operations aggregate

- B. **Business Auto Liability Insurance** for owned scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence.
- C. Workers' Compensation and Employers Liability Insurance in a form and amount covering SHPF's full liability under applicable state and federal laws, as follows:

Part A – Statutory Limits

Part B - Employers Liability: \$1,000,000/\$1,000,000/\$1,000,000

- D. Errors & Omissions (Professional Liability) coverage, as follows: \$1,000,000 per occurrence/ \$1,000,000 aggregate
- E. **Sexual Abuse and Molestation** coverage, as follows: \$1,000,000 per occurrence/\$1,000,000 aggregate
- G. SHPF, upon execution of this MOU and periodically thereafter upon request, shall furnish the Affiliates with certificates of insurance evidencing such coverage. SHPF shall name each Affiliate as additionally insured and SHPF agrees to provide policy endorsements stating, "such policies are primary and any insurance carried by District is secondary and noncontributing with such policies."
- 14. <u>INDEMNIFICATION</u>. SHPF shall indemnify and hold harmless Affiliates and its Board Members, administrators, employees, agents, and attorneys (collectively, "Indemnitees") against all liability, loss, damage, claims, suits, actions and expense (including reasonable attorneys' fees) resulting from, arising out of or in connection to this MOU or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHPF, including, without limitation, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

By entering into this MOU, Affiliates and their respective Board Members, administrators, employees, agents, attorneys or representatives have not agreed to indemnify SHPF, third party beneficiaries or any individuals and/or entities against any liability, loss, damage, claims, suits, actions and expense (including attorneys' fees) resulting from, arising out of or in connection to this MOU or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of SHPF, including without limitations, its agents, employees, sub-contractors, volunteers, or anyone employed directly or indirectly by it.

15. <u>NOTICES</u>. All notices to be given, or documents, samples, or other materials to be delivered by either Party to the other pursuant to this MOU will be sent by prepaid first-class mail, electronic mail, telephone facsimile, or hand-delivered, to the addresses set forth below. Any such notices, documents, samples, or other materials will be deemed to have been given or delivered forty-eight (48) hours after posting, if sent by first class mail; when received, if sent by electronic mail or telephone facsimile; or when delivered, if delivered by hand.

To SHPF:

Name:

Timothy Makris

Title:

Managing Director

Company:

Sandy Hook Promise

Address:

13 Church Hill Road, Newtown, CT 06470

Telephone:

202.516.1018



Facsimile:

N/A

Email:

tim.makris@sandyhookpromise.org

To Affiliates:

see attached signature page

16. <u>DISPUTE RESOLUTION</u>. Should any problem or conflict arise in the course of the delivery of services under this MOU, it is understood that the parties will work with each other to accomplish an effective resolution through discussion.

17. ENTIRE MOU/AMENDMENT. This MOU, all exhibits to this MOU constitute the entire agreement between the parties to the MOU and supersede any prior or contemporaneous written or oral understanding or agreement, and may be amended only by written amendment executed by both parties to this MOU, as described in Section 4, above.

[SIGNATURE PAGE FOLLOWS]

Timothy J. Makris, Managing Director, Sandy Hook Promise Foundation	Date
AFFILIATES OF TULARE COUNTY OFFICE OF EDUCATION	I
Gary Mekeel, Superintendent, Alpaugh Unified School District	Date
Rob Hudson, Superintendent, Alta Vista School District	Date
Carole Mederos, Superintendent, Buena Vista Elementary School District	Date
Sergio Mendoza, Superintendent, Burton Elementary School District	Date
Yolanda Valdez, Superintendent, Cutler-Orosi Joint Unified School District	Date
Joe Hernandez, Superintendent, Dinuba Unified	Date
Philip Nystrom, Superintendent, Earlimart	Date
George Eddy, Superintendent, Exeter Unified	Date
Paul Sevillano, Superintendent, Farmersville Unified	Date
Melanie Matta, Superintendent, Hope	Date



Eric Thiessen, Principal, University Prep High	Date
Lori Lackey, Superintendent, Valley Life Charter	Date
Tamara Ravalin, Superintendent, Visalia Unified	Date
Deanna Cardoza, Superintendent, Waukena Joint Union	Date
Alfonso Gamino, Superintendent, Woodlake Unified	Date
Lou Saephan, Superintendent, Woodville Union	Date



Mario Milan, Superintendent, Richgrove	Date
Carol Borba, Superintendent, Rockford	Date
Courtney Castle, Superintendent, Saucelito,	Date
Perry Jensen, Superintendent, Sequola Union	Date
Connie Owens, Superintendent, Springville	Date
Chris Kemper, Superintendent, Stone Coral	Date
Shelly Long, Superintendent, Strathmore Union	Date
Terri Rufert, Superintendent, Sundale Union	Date
Steve Tsuboi, Superintendent, Sunnyside Union	Date
Nicole Rocha, Administrator, TCOE Court/Community	Date
Guadalupe Roma, Superintendent, Terra Bella Union	Date
Donya Wheeler, Superintendent, The Academies Charters	Date
Sue Sherwood, Superintendent, Three Rivers	Date
Cherie Solian, Principal, Tipton	Date
Tammy Aldaco, Asst. Superintendent, Tulare Joint Union High	Date



Tom Byars, Superintendent, Hot Springs Elementary	Date
Sherry Martin, Superintendent, Kings River Union	Date
Anjelica Zermeno, Principal, La Sierra Military Academy	Date
Keri Montoya, Superintendent, Liberty	
	Date
Tom Rooney, Superintendent, Lindsay	Date
Chris Meyer, Superintendent, Monson-Sultana	Date
Heather Pilgrim, Superintendent, Oak Valley	Date
Derrick Bravo, Superintendent, Outside Creek	Date
Phil Anderson, Superintendent, Palo Verde	Date
Monty Dunbar, Superintendent, Pixley	Date
Mark Odsather, Superintendent, Pleasant View	Date
Nate Nelson, Superintendent, Porterville Unified	Date



EXHIBIT A – SS-ARS PROGRAM SPECIFICS

SHPF and Affiliates agree to this agreement as follows:

SHPF will perform the following duties:

- 1. SHPF shall provide training and support of SS-ARS to Affiliates' students and assigned personnel on the Affiliates' contact list. SHPF will manage and maintain the 24/7 call center, App and Website for students, educators, administrators and parents of Affiliates' students to use to submit anonymous tips. Students will not require an account or be required to provide any identifying information in order to submit anonymous tips.
- 2. SHPF shall implement SS-ARS by retaining qualified persons (Instructors), digital-download instruction and interactive training video to provide training and technical assistance to Affiliates.
- 3. SHPF shall manage the 24/7 call center and provide them with Affiliates' developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E) and contact list.
- 4. SHPF 24/7 Call Center will, per Affiliates direction, triage all tip submissions prior to trafficking to Affiliates.
- 5. SHPF 24/7 Call Center will provide crisis management to any tip submission per Affiliates' developed and approved Life Safety and Non-Life Safety Tip Definitions (Exhibit D), Reporting Process and Protocols (Exhibit E), state and federal laws.
- 6. SHPF shall share and/or provide immediate, direct access to Affiliate all information gathered using SS-ARS including number of participants, schools, tip details and dispositions.
- 7. SHPF will provide prompt, support of SS-ARS via phone, in-person and/or email and make available prompt and reasonable online training for all types of users who may interact with the system.
- 8. SHPF shall not under any circumstances sell any SS-ARS information or other data or information received or generated as a result of this agreement to any advertiser or third party. Furthermore, and except as to Affiliate district, SHPF shall always maintain the anonymity of all data and other information received in connection with the SS-ARS program, including the identity of anyone providing a tip and the specifics of any incident responded to or averted unless otherwise demanded under state or federal law.
- 9. SHPF grants to Affiliates a limited, non-exclusive, non-transferable, revocable subscription SS-ARS license during the term of this MOU, solely for Affiliates' purposes including (a) to use, perform, and digitally display SS-ARS and (b) to access, display, search, analyze, reformat, download, and print reports of any submissions and/or results generated by the authorized use of SS-ARS.
- 10. SHPF will provide each user identified on Affiliate's contact list with a unique username and password to enable such users to access SS-ARS pursuant to this agreement. SHPF may alternatively provide an assigned Affiliate Administrator with a unique username and password, which such Administrator will use to create and issue additional unique usernames and passwords for Affiliate's additional users. SHPF may change or update these username and passwords, with notice to Affiliate. Each username and password may only be used to access SS-ARS during one (1) concurrent login session. SHPF reserves the right to terminate any username and password which SHPF reasonably determines may have been used by an unauthorized third party or by any user or individual other than the user to whom such username and password was originally assigned.



EXHIBIT A – SS-ARS PROGRAM SPECIFICS (CONTINUED)

Affiliates will perform the following duties:

- 1. Affiliates to provide SHPF with their definition of Life Safety and Non-Life Safety Tip Definitions (Exhibit D) for use by SHPF call center to triage all tip submissions.
- 2. Affiliates to provide and update SHPF with the Reporting Process and Protocols (Exhibit E) and contact list for the SHPF call center to follow for all tip submissions.
- 3. Affiliates acknowledge and agree with SS-ARS Terms of Use (Exhibit B) and Privacy Agreement (Exhibit C) provided to the Affiliates' users upon use of SS-ARS App and Website. Users of the 24/7 Call Center will be provided on-line links to both if requested.
- 4. Affiliates acknowledge and agree that only users are entitled to receive a username and password and to access the Services. Affiliates will provide to SHPF information and other assistance as necessary to enable SHPF to establish usernames for users, and Affiliates will verify all user requests for account passwords. Affiliates will ensure that each username and password issued to a user will be used only by that user. Affiliates are responsible for maintaining the confidentiality of all users' usernames and passwords, and are solely responsible for all activities that occur under these usernames. Affiliates agree (a) not to allow a third party to use its account, usernames or passwords at any time, and (b) to promptly notify SHPF in writing of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of the obligations contained in this Section. In the event of a data breach, SHPF shall timely notify Affiliates, take prompt and deliberate action in response to the breach, and provide all such notifications as required under law, as well as perform any other legally required functions in response to the data breach.
- 5. Affiliates acknowledge and agree to act upon all known SS-ARS submissions in accordance with Affiliates policies and procedures.



EXHIBIT B – SS-ARS TERMS OF USE

The Say Something mobile application ("App"), SaySomething.net website ("Site"), and 844-5-SAYNOW Telephone ("Phone") anonymous reporting system products and services are offered by Sandy Hook Promise Foundation ("SHPF") through its service providers AnderSoft Software, LLC ("AnderSoft") and JCS Switchboard (collectively "Technology and Service Providers").

By downloading the Say Something App, accessing the Site at www.saysomething.net, and/or calling the 24/7 Phone at 844-5SAYNOW, you indicate that you understand and agree to be bound by the following Terms of Use. IF YOU DO NOT AGREE WITH ALL THE PROVISIONS OF THESE TERMS OF USE, DO NOT ACCESS OR USE THE APP, SITE OR PHONE.

- 1. Eligibility. Anyone under 11 years old is strictly prohibited from accessing and/or creating an account.
- **2. Changes to Terms of Use.** SHPFF reserves the right, in our sole discretion, to change, modify, add, or remove portions of the Terms of Use at any time. You agree to review the Terms of Use periodically. Your continued use of the Say Something App, Site and Website after any such changes become effective constitutes your acceptance of such updated and/or revised Terms of Use.
- **3. Online Privacy Policy.** The Say Something App, Site and Phone privacy policy describes our practices concerning information that you provide or that we may collect, and by accepting these Terms of Use, you consent to our collection, use, disclosure and transfer of information in compliance with our privacy policy.
- **4. Say Something App and Site Licensee.** Subject to these Terms of Use, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the App and Site for your personal, non-commercial use only and as permitted by the features of the App. SHPF reserves all rights not expressly granted herein in the App and Site and as defined below. SHPF and/or AnderSoft may terminate this license at any time for any reason or no reason. Except as expressly authorized in this Section 4, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the App or Site, including in each case any content contained therein, other than the content that you legally upload to the App and/or Site.
- **5. Mobile Services.** To the extent you access the App or Site through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply. In addition, downloading, installing, or using certain mobile services may be prohibited or restricted by your carrier, and not all mobile services may work with all carriers or devices.

6. Say Something App Password and School Affiliation

To operate the app, the user agrees to create a password and select his or her affiliated school. SHPF strongly encourages users to set "difficult" passwords (use a combination of numbers, symbols, and upper and lower case letters). Password and school affiliation can be changed within the setup section of the App. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You agree to notify SHPF immediately by email at saysomething@sandyhookpromise.org of any unauthorized use of your account. SHPF and our Technology and Service Providers will not be liable for any losses caused by any unauthorized use of your account.



7. Tip Submission and Related Policies

Tip submission is done through use of the App, Site or Phone. You can write and speak (Phone only) the tip and/or submit photographs, videos, audio files or other content or information. You acknowledge and agree that tips may be disclosed to law enforcement, your selected affiliated school, and other third parties as we deem appropriate in our sole discretion to protect your personal safety or the safety of others or prevent any unlawful, harmful, inappropriate or dangerous activity. By submitting a tip, you acknowledge and agree that SHPF, its Technology and Service Providers and your selected affiliated school, are authorized but not obligated to take any steps they deem appropriate in their sole discretion to follow up on such tips. SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS AND YOUR SELECTED AFFILIATED SCHOOL ARE NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY TO YOU OR ANYONE ELSE, WITH RESPECT TO ANY TIP YOU CHOOSE TO SUBMIT USING THE APP, SITE OR PHONE, OR WITH RESPECT TO ANY ACTION OR INACTION UNDERTAKEN OR NOT UNDERTAKEN IN RESPONSE TO YOUR TIP. You are solely responsible for any submitted tip you report through the App, Site or Phone, including any submitted tip that is viewed as being obscene, offensive, inappropriate, defamatory, untruthful, illicit, harassing, threatening, stalking, discriminatory, abusive, or profane. SHPF and its Technology and Service Providers reserve the right to reject and/or remove any submitted tip.

The following additional policies and rules apply:

- a. Always call 911 immediately in the event of an emergency. The App, Site and Phone are not a substitute for reporting incidents of concern to law enforcement, medical and emergency personnel.
- b. You and your submitted tip are subject to applicable laws, regulations, and your affiliated school's policies.
- c. You agree not to engage in illegal, inappropriate, or other prohibited activities in connection with the app or website, including without limitation: (i) copying, distributing, or disclosing any part of the App or Site in any form; (ii) using any automated system, such as robots to access and submit a tip that results in multiple submissions; (iii) attempting to interfere with, compromise the system integrity or security or decipher any transmissions to or from the servers running the app or website; (iv) taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure; (v) uploading invalid data, viruses, worms, or other software agents through the App or Site; (vi) using the App, Site or Phone for any commercial advertising or solicitation purposes; and (vii) impersonating another person or otherwise misrepresenting your affiliation with a person or entity, or conducting fraud.
- d. SHPF and/or its Technology and Service Providers reserve the right to investigate and take appropriate legal action against anyone who, in SHPF's and/or its Technology and Service Providers sole discretion, violates these Terms, including without limitation, removing the offending content from the Say Something App and/or Site, suspending or terminating the account of such violators and reporting you to the law enforcement authorities.

8. Our Proprietary Rights

Except for your submitted tip only, the App, Site, Phone and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and all intellectual property rights related thereto, are the exclusive property of SHPF, and where applicable, its Technology and Service Providers. Except as explicitly provided herein, nothing herein shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from the Say Something App, Site or Phone or any content thereon. Use of the App, Site or Phone content for any purpose not expressly permitted by these Terms of Use is strictly prohibited. You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the technology and software underlying the App, Site or Phone.



The Say Something, Say Something Anonymous Reporting System (SS-ARS), and Sandy Hook Promise Foundation names, logos and other trademarks are the sole and exclusive property of SHPFF. The AnderSoft names, logos, and other trademarks are the sole and exclusive property of AnderSoft. Nothing in these Terms or the App, Site or Phone should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of foregoing trademarks or other trademarks displayed through the App, Site or Phone without SHPF's and/or AnderSoft's prior written permission in each instance. As between you and SHPF and/or AnderSoft, all goodwill generated from the use of such trademarks will inure to SHPF's and/or AnderSoft's exclusive benefit.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about the App, Site or Phone ("Feedback") you provide to SHPF or our Technology and Service Providers is nonconfidential, and SHPF will be entitled to the unrestricted use and dissemination of this Feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

9. App Store Providers Terms

Apple Inc., Google, Inc., or Microsoft Corporation will be a third-party beneficiary to these Terms of Use if you access them for applications developed for Apple iOS, Android, or Microsoft Windows-powered mobile devices, respectively. These third-party beneficiaries are not parties to this agreement and are not responsible for the provision or support of the app in any manner. Your access to the app is subject to terms set forth in the applicable third-party beneficiary's terms of service. The following additional terms apply to your use of the app obtained through the Apple Store:

You will only use the App in connection with a device that you own or control;

b. You acknowledge and agree that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App;

You acknowledge and agree that SHPF, and not Apple, is responsible for addressing any claims you or any

third party may have in relation to the application;

d. You acknowledge and agree that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, SHPF, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim; and

Both you and SHPF acknowledge and agree that, in your use of the App, you will comply with any applicable third-party terms of agreement which may affect or be affected by such use.

10. Indemnity

You agree to defend, indemnify and hold harmless SHPF, its Technology and Service Providers, and its and their affiliates, officers, directors, employees, contractors, agents, representatives and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) your use of and access to the App, Site and Phone, including any data or content transmitted or received by you; (b) your violation of any term of these Terms of Use; (c) your violation of any thirdparty right, including without limitation any right of privacy or intellectual property rights; (d) your violation of any applicable law, rule, regulation or affiliated school policy; (e) any claim or damages that arise as a result of any of your submitted tips; or (f) any other party's access and use of the App, Site or Phone using your password, case number or other appropriate security code. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim and to reimburse us for the reasonable costs and expenses thereof. If you are a California resident, you waive



California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

11. No Warranty

YOUR USE OF THE APP, SITE OR PHONE ARE AT YOUR SOLE RISK. ANY INFORMATION OR DATA WITHIN THE APP OR SITE MAY NOT BE ACCURATE. SAY SOMETHING APP, SITE AND PHONE ARE PROVIDED 'AS IS' AND WE AND OUR TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SHPF AND OUR TECHNOLOGY AND SERVICE PROVIDERS DO NOT WARRANT THAT THE APP, SITE OR PHONE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE FROM DEFECTS OR ERRORS, OR THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, SITE OR PHONE WILL BE ACCURATE OR RELIABLE. ANY RELIANCE YOU PLACE ON SUCH INFORMATION IS THEREFORE STRICTLY AT YOUR OWN RISK. BY DOWNLOADING THE APP AND/OR ACCESSING THE SITE OR PHONE YOU EXPRESSLY AGREE TO HOLD SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS HARMLESS FROM ANY LOSS, HARM, INJURY, OR DAMAGE WHATSOEVER ARISING FROM OR ARISING OUT OF YOUR USE. THE APP, SITE AND PHONE ARE PROVIDED FOR CONVENIENCE ONLY, AND SHPF AND ITS TECHNOLOGY AND SERVICE PROVIDERS MAKE NO REPRESENTATION OR WARRANTY THAT ANY ACTION WILL BE TAKEN IN RESPONSE TO ANY TIPS SUBMITTED OR THAT ANY ACTIONS UNDERTAKEN WILL BE ABLE TO ADDRESS THE SITUATION REPORTED OR PREVENT ANY HARM.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, OR INABILITY TO USE, THE APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS WITH RESPECT TO INFORMATION REPORTED THEREON. UNDER NO CIRCUMSTANCES WILL SHPF BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE APP, SITE OR PHONE OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SHPF ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY, PROPERTY DAMAGE, OR OTHER CLAIMS OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR APP, SITE OR PHONE OR FROM ANY ACTIONS OR INACTIONS TAKEN BY OR ON BEHALF OF SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO INFORMATION REPORTED THEREON; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR OR OUR TECHNOLOGY AND SERVICE PROVIDERS' SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE APP, SITE OR PHONE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR APP, SITE OR PHONE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE APP, SITE OR PHONE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL



CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL SHPF, ITS TECHNOLOGY AND SERVICE PROVIDERS OR ANY OF THEIR AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR



ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$100.00.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF SHPF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE APP, SITE OR PHONE OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

- **13. Governing Law.** You hereby submit to the exclusive jurisdiction of, and waive any venue objections against, federal and state courts located in San Diego County, California.
- **14. Third Party Beneficiary.** The Technology and Service Providers are third-party beneficiaries to this Agreement between SHPF and Affiliates and is entitled to the rights and benefits hereunder, including without limitation the limitation of liability and indemnification provisions, and may directly enforce the provisions hereof as if any one of the Technology and Service Providers were a party to this Agreement.
- **15. General.** These Terms of Use constitute the entire agreement between you and SHPF and govern your use of the App, Site and Phone, superseding any prior agreements between you and SHPF with respect the subject hereof. The failure of SHPF to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the App, Site or Phone or these Term of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred. SHPF may assign or transfer these Terms of Use, in whole or in part, without restriction. The section titles in these Term of Use are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. We may also provide notices to you of changes to these Term of Use or other matters by displaying notices or links to notices generally on the App, Site or by message with use of the Phone.

16. Contact Us. Please contact us at the following address:
Sandy Hook Promise
13 Church Hill Road
Newtown, CT 06470
Or contact us by email at programs@sandyhookpromise.org

Last modified on: July, 2017.



EXHIBIT C – SS-ARS PRIVACY AGREEMENT

This Privacy Policy describes how we at Sandy Hook Promise ("SHPF"), together with our partners AnderSoft Software, LLC and JCS Switchboard (collectively, our "Partners"), collect, use, share and maintain information from you when you use our Say Something mobile app (the "App") or related website, www.saysomething.net (the "Site") and telephone crisis line, 844-5-SAYNOW (the "Phone"). The App, Site and Phone are designed to maximize your privacy, by providing you with a means to anonymously report events or issues of concern to you. Accordingly, we do not require you to provide any personally identifiable information when you use the App, Site or Phone. However, you may provide such information at your discretion.

By using the App, Site and/or the Phone, you consent to the use, disclosure, transfer and processing of information we collect from you as set forth in this Privacy Policy.

Please note that when you use the App, Site or Phone, you may connect with your school, which, along with SHPF, helps triage and act on the information you provide. Once the information is received by your school, it will no longer be governed by this Privacy Policy. If you wish to know about the data privacy practices of your school, please contact officials directly.

What information do we collect?

Information You Provide: SHPF and our Partners collect information from you when you provide it through the App, Site and/or Phone. You provide information, for example, when you initially select a school; report and/or update a tip; submit pictures, videos, audio files, or other content; make informational inquiries using topic tabs on the App and website and, update your school location (via the App only).

How do we use this information?

SHPF and our Partners may use the information we collect for legitimate purposes, such as:

- helping you in an emergency, such as by directing your tips and other communications to operators and responding via secure, anonymous live chat;
- providing you with additional or added products, services, or information as it relates to your submission;
- providing you with information about the App, Site or Phone required notices;
- improving the App, Site or Phone services we provide, such as by using analytics to improve and enhance the performance and ease of use;
- generating and analyzing statistics about your anonymous use of the App, Site and/or the Phone;
- detecting, preventing, and responding to fraud, intellectual property infringement, violations of our Terms of Use, violations of law, or other misuse of the App, Site and/or Phone; and
- to support our business performance and operations (e.g., reports, trends, etc.).

When and to whom do we disclose the information?

We disclose the information you provide through the App, Site or Phone to the affiliated school you designate on the App, Site or on the Phone.



EXHIBIT C – SS-ARS PRIVACY AGREEMENT (CONTINUED)

We also may disclose information we collect from you:

- to public safety officials and other government entities on an emergency basis or when requested by you;
- as required by law, such as to comply with a subpoena or other legal process, or to comply with government reporting obligations;
- when we believe in good faith that disclosure is necessary (a) to protect our rights, the integrity of the App, Site and Phone, the rights of the schools with which we partner, or your safety or the safety of others, or (b) to detect, prevent, or respond to fraud, intellectual property infringement, violations of our Terms and Conditions for the App, Site and Phone, violations of law, or other misuse of the App, Site and/or Phone; and
- to another organization in the event we were to combine with or be acquired by that organization.

We do not share any personal information with third parties for their marketing purposes.

Security of Collected Information

SHPF and our Partners use reasonable efforts to maintain the security, confidentiality, and integrity of information we collect through the App, Site and Phone. Your account on the App is password-protected, so unless you share your password, only you can access and view the information in the account. You are responsible for maintaining the secrecy of your password and any account information.

Information from Children

Because our site is a serious tool used to help prevent violence and victimization in schools, we do not allow anyone under the age of 11 to use our App, Site or Phone. If you believe we have received information from someone under age 11, please contact us at the email address provided at the end of this Policy.

Retention of Information

We are not obligated to you to retain your information. We may retain your submitted tip and information regarding your affiliated school for as long as necessary to fulfill the purposes described in this Privacy Policy, as required by law, or for legitimate business purposes to the extent permitted by applicable law.

Changes to this Privacy Policy

We may update this Privacy Policy periodically and without prior notice to you. to reflect changes in our information practices. Whenever we update the Policy, we will post new (revised) Privacy Policy within the App or on the Site.

Contact us

If you have any questions about this Privacy Policy or our use of your information collected through the App or the Site, please contact us at saynow@sandyhookpromise.org.

Last modified on: July, 2017.



EXHIBIT D - SS-ARS LIFE SAFETY AND NON-LIFE SAFETY TIP DEFINITIONS

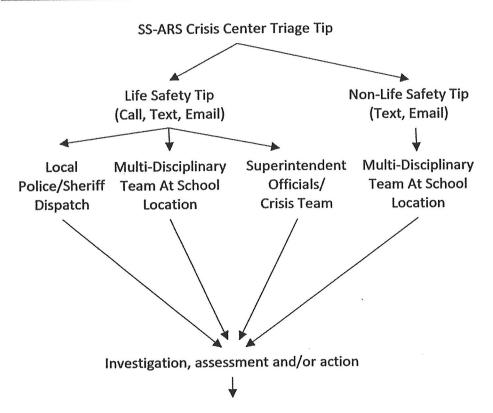
Life Safety and Non-Life Safety Definitions **Non-Life Safety** Life Safety - IMMINENT and IN-PROGRESS Bullying / Cyber-Bullying / General Teasing Have attempted suicide and are requesting help Sexting - words and/or photos Intend/threaten/ideate to commit suicide Distribution of inappropriate photos Intend/threaten/ideate to harm another person Anger issues / management Intend/threaten/ideate to harm building/property Bodily injury and/or emergency condition Depression / anxiety Discrimination Active shooter or presence of explosive device Truancy / Skipping School Presence of weapons (eg guns, knives, explosive) Drug use, distribution/sale and/or substance abuse Graffiti and/or other defacing of property Planned parties Physical abuse General school complaint Terrorism threat and/or ideation Theft - NOT active/in progress **Human Trafficking** Breaks District Code of Conduct - eg academic misconduct **Dating violence** In appropriate behavior, language, gestures Individual is unconscious / unresponsive General harassment students, staff Planned attack, shooting, fight/assault Inappropriate bus behavior Reckless driving on school property Inappropriate use of technology / school equipment Drunk and/or disorderly/dangerous conduct Forgery / falsifying documents Emergency building condition - fire, collapse, explosion Inappropriate / intimidating physical contact Theft / Vandalism – active/in progress Mean/cruel behavior toward others Animal cruelty Possession of lighter, matches Domestic violence / victimization Threat / ideation of performing false alarm Gang violence / formation / threats Smoking tobacco, e-cigs, vapes Sexual assault - Rape Vandalism Missing / Lost Student, Educator and/or Administrator Creating a hostile environment **Child Predator** Cannabis / Other Drug Paraphernalia Alcohol possession or use Intention, discussion and/or planning of any hazing Eating Disorder / Anorexic / Bulimia Drug use NOT in progress Verbal Abuse Sexual Harassment

Hate crime / Hate speech



EXHIBIT E – REPORTING PROCESS AND PROTOCOLS

Standard Protocol and Process



Submission Disposition / Status Written Response in SS-ARS and Indication of case being "open or closed"

BOARD TRANSMITTAL FORM

Date:	November 12,	2019					
To:	School Board	School Board Members					
Prepared by:	Dr. Paul Sevill	ano, Superintendent					
Agenda Subject:	Purchase of Co Curriculum M	ommittee for Children (aterials	Second Step)				
Agenda Section:	CURRICULU	J M					
	✓ Action☐ Reports	□ Discussion□ Information only	☐ Consent☐ Closed Session				
Background/Summary: During the 2017-2018 school year, counselors researched several school counseling curriculums to address the social-emotional learning needs of students. Based on this research, Second Step social-emotional learning curriculum was selected to purchase and implement pilot materials during the 2018-2019 school year. The Second Step PreK-5 curriculum provides three modules which include: social-emotional learning; bullying prevention; and child protection modules. The Middle School 6-8 curriculum provides social-emotional learning in four units which include: mindsets & goals; values and friendships; thoughts, emotions, & decisions; serious peer conflicts. The purchase of the Second Step social-emotional curriculum includes an English Learner Pre-K-5 class set bundle, K-5 class-set bundle, and 6-8 school wide licenses which include English Learner resources. K-8 school counselors, principals, and district staff will monitor PreK-8 Second Step social-emotional curriculum implementation. Social-emotional pre & post survey data will be collected using Panorama Education software and used for improving program implementation.							
Fiscal Impact: Ti	tle IV Funds \$2	1,538.20					
Recommendation: A	Approve						
Approved by:	fal () Dr. Paul Sevilla	no, Superintendent	•				



All EL-5 program include access to online resources such as staff training, family materials, and Spanish materials online.

- EL-5 Bundle there's one set of materials per grade early learning (PK/TK),
 K, 1, 2, 3, 4, 5. This means you'll receive 7 sets of materials per bundle.
 - For example, if you have 2 bundles of EL-5, you'll receive 14 sets of materials total (7 per bundle X 2 bundles).
- **K-5 Bundle** there's one set of materials per grade K, 1, 2, 3, 4, 5. This means you'll receive 6 sets of materials per bundle.
- **Gr6-8 Schoolwide License** it's an all-digital program on SecondStep.org. 100 users, access to all grades 6-8, family materials, staff training, and principal dashboard.

Lisa T. Wright | Education Partnerships Account Manager 800-634-4449, ext. 6508 P. 206-438-6508 F. 206-343-1445 | Wright@cfchildren.org



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

Quote # 5004856

Date 10/28/2019

Customer ID 10138497

Bill To Ship To

Farmersville Unified Sch Dist 571 E Citrus Dr Farmersville CA 93223 United States Erika Delacruz Farmersville Unified Sch Dist 571 E Citrus Dr Farmersville CA 93223 United States

Requested By	Ship To	Setup Admin	Entered By	
Elizabeth Dominguez	Erika Delacruz	Name: Emiliano Moran Email:	Lisa Wright	
		emoran@farmersville.k12.c	<u>a.us</u>	

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
100877	Early Learning-Grade 5 Second Step SEL Kits				2	\$2,769.00	\$5,538.00
100876	Grades K-5 Second Step SEL Kits		and the second of the second o	Andrew Control Control	5	\$2,359.00	\$11,795.00
100870	Second Step Kindergarten SEL Classroom Kit	and and the second second second second		and a second second second second	1	\$459.00	\$459.00
100871	Second Step Grade 1 SEL Classroom Kit	Carrent Comment			1	\$459.00	\$459.00
100872	Second Step Grade 2 SEL Classroom Kit	egaga ay ung mengalah dan	and the end of the control of	and the second s	1	\$409.00	\$409.00
100873	Second Step Grade 3 SEL Classroom Kit			engage and anticology with	2	\$409.00	\$818.00
900690	Second Step Middle School: 1-Year Schoolwide	12	10/28/2019	10/28/2020	1	\$2,748.96	\$2,749.00



2815 Second Avenue, Suite 400 Seattle, WA 98121-3207 USA 800-634-4449 FAX: 206-343-1445 orders@cfchildren.org

)		Quote
45	Quote#	5004856
	Date	10/28/2019
	Customer ID	10138497
Subtotal		\$22,227.00
Discount		(\$2,222.70)
Shipping	& Handling	\$0.00
Tax (%)		\$1,533.90
TOTAL		\$21,538.20

Please remit in US Funds.

Make check payable to: Committee for Children

Memo: Please cancel and use the credit of the remaining individual licenses for the new Schoolwide License (Farmersville Jr. High). Cancel License 13801, 13800, 13799.

Product and Price List

second Step

Ways to Order



100869

100870

100871

100872

100873

100874

100875

Online

Shop with a Visa or MasterCard: SecondStep.org/purchase





Email or Fax

Send a purchase order: orders@cfchildren.org Fax: 206-343-1445

K-5 S	uite
100900	Grades K-5 Second Step Suite bundle: SEL Program + BPU + CPU(save \$593) \$4529
100901	Grades K-5 Second Step SEL Program + BPU (save \$449) \$3419
100902	Grades K-5 Second Step SEL Program + CPU (save \$449) \$3419
Early	7 Learning-Grade 5 SEL Program
100877	Early Learning, Grades K, 1, 2, 3, 4, and 5 classroom kits
100879	Grades K,1,2,3,4, and 5 classroom kits with Principal Toolkit (save \$284) \$2529
100876	Grades K,1,2,3,4, and 5 classroom kitskits (save \$255)
100903	Early Learning Second Step

Grade 4 classroom kit......\$439

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Schoolwide Licenses: All-Staff Access and Principal Toolkit

\$2749	1-year license for Grades 6	900690
(save \$1648) \$6599	3-year license for Grades	900630
(save \$4946) \$8799	5-year license for Grades	900650

Individual Licenses: Single Classroom

rade 6\$219	900686	9
rade 7\$219	900687	9
rade 8\$219	900688	9
Grade 6(save \$108) \$549	900636	(
Grade 7(save \$108) \$549	900637	
Grade 8(save \$108) \$549	900638	4
Grade 6(save \$376) \$719	900656	
Grade 7(save \$376) \$719	900657	
Grade 8(save \$376) \$719	900658	5

Bullying Prevention Unit (BPU)

200099	Grades K, 1, 2, 3, 4, and 5 BPU lesson notebooks and staff training bundle (save \$125) \$1129
200000	Kindergarten BPU lesson notebook and staff training
200001	Grade 1 BPU lesson notebook and staff training\$209
200002	Grade 2 BPU lesson notebook and staff training\$209
200003	Grade 3 BPU lesson notebook and staff training\$209
200004	Grade 4 BPU lesson notebook and staff training\$209
200005	Grade 5 BPU lesson notebook and staff training\$209

Child Protection Unit (CPU)

Early Learning, Grades K, 1, 2, 3, 4, and 5 CPU lesson notebooks and staff training bundle	(save \$144) \$1319
Grades K, 1, 2, 3, 4, and 5 CPU lesson notebooks and staff training bundle	s (save \$125) \$1129
99 Early Learning CPU lesson notebook and staff training	\$209
OO Kindergarten CPU lesson notebook and staff training	\$209
Of and a 1 GPU lesson notebook and staff training	\$ 209
O2 Grade 2 CPU lesson notebook and staff training	g \$209
O3 Grade 3 CPU lesson notebook and staff trainin	g\$ 209
O4 Grade 4 CPU lesson notebook and staff trainin	g \$209
05 Grade 5 CPU lesson notebook and staff trainin	g \$209

Mind Yeti

900400	Mind Yeti for Schools	\$499 per y	jear*
*Unlimited	staff per school		

Additional Resources

Replacement

" " Pucie	
105100	Early Learning Boy and Girl puppet set
103069	Early Learning Join In and Sing CD\$22
106069	Early Learning poster and card pack (3 posters and 4 Listening Rules Cards)\$36
113069	Early Learning Feelings Cards (set of 20)\$17
100008	Kindergarten and Grade 1 Puppy and Snail puppet set
100062	Be-Calm Bunny® (guidelines included)\$17
103070	Kindergarten or Grade 1 Sing Out Loud CD\$22
106070	Kindergarten or Grade 1 poster pack (5 posters and 4 Listening Rules Cards)\$44
103072	Grade 2 or 3 Sing and Step CD\$22



Replace	ment (continued)	1	100044	Ink About It Leader's Companion	
106072	Grade 2 or 3 poster and card pack (4 posters and 4 Skills for Learning Cards)	\$36	100040 *Available 1	Draw It Out activity bookwhile supplies last	\$12
	Grade 4 or 5 Music Video DVD				建筑产 。
	Grade 4 or 5 poster set (3 posters)		Midd	le School SEL Program (2008 Edition)*	
	Grade K-5 BPU poster set (2 posters)	\$17	100000	Grades 6, 7, and 8 classroom kits	\$59
306000	Early Learning CPU poster and card pack (2 posters and 10 Safety Rules Cards)		100690 100686	Grade 6 classroom kit	\$19
	Kindergarten CPU poster and card pack (2 posters and 3 rule cards)		100687 100688	Grade 7 classroom kit	\$19
306002	Grade 1, 2, or 3 CPU poster and card pack (2 posters and 3 rule cards)	\$28	106018 106019	Grade 6 poster set (3 posters)	
306003	Grade 4 or 5 CPU poster set (2 posters)			while supplies last	
Reinford	cement		Available	write supplies last	
SEL Progr	ram Schoolwide Reinforcement		\$10,5459.0E543		
100868	K-5 Principal Toolkit				
106111	Extra Principal Toolkit Talk-It-Over Tool		P	ricing	
106110	K-5 large hallway poster set (3 posters, 32" × 42")		福林园园金宝宝	prices in US dollars, Prices effective through December 31,	
100099	"I'm a Second Step problem solver" pencils (set of 30)	\$17		19, except where noted.	
113017	Early Learning staff lanyards with skills reinforcement (set of 10)	\$29		olume Discount	
113018	Grades K-5 staff lanyards with skills reinforcement (set of 10)	\$29		sceive 10% off your order of \$10,000 or more (must ship to se location).	
113015	Bookmarks (set of 30)	\$21			
113080	Pocket folders (set of 30)	\$32			
Materia	als in Spanish			hipping & Handling ontinental US:	
113070	Spanish Early Learning Feelings Cards	\$17		tandard (5–10 business days): FREE!	
106080	Spanish Early Learning poster and card pack (3 posters and 4 Listening Rules Cards)	\$36		ush shipping: Call for costs	
103080	Spanish Early Learning Join In and Sing CD	\$22	1	lawaii, Alaska, US territories, and military	
106081	Spanish K–5 poster and card pack (5 posters, 4 Listening Rules Cards,	٨٣٥	а	ddresses (7-15 business days): 0% of physical product total (\$20 minimum)	
	4 Skills for Learning Cards)	Ş50			
103081	Spanish Kindergarten or Grade 1 Sing Out Loud CD			Canada (7–15 business days): 5% of physical product total (\$20 minimum)	
103082	Spanish Grade 2 or 3 Sing and Step CD			nternational addresses: Call for costs	
102176	Spanish Grade 1 lesson DVD				
102177	Spanish Grade 2 lesson DVD		•	•••••	
102178	Spanish Grade 3 lesson DVD				
202010	Spanish Kindergarten BPU lesson DVD			Guarantee & Returns	
202011	Spanish Grade 1 BPU lesson DVD		(Committee for Children guarantees all materials. If you're not	
202012	Spanish Grade 2 BPU lesson DVD		i	ompletely satisfied, we accept returns or exchanges of items n resale condition or cancellations of subscriptions up to ninet	y
202013	Spanish Grade 3 BPU lesson DVD	\$28		90) days from the invoice date for a refund of the purchase	
	ement rapy Resources from Art with Heart*		ſ	orice (not including shipping and handling).	
Leader's	companions come ready to insert into a 3-ring binder, incl viders, and hole-punched pages.	uding cover			
		\$25		How to order digital products: see page 4.	
100023					
100042	Offili & Spill Leader & Companion	Č47			

Getting Started with Your Digital Products



When ordering the Second Step Middle School Program:

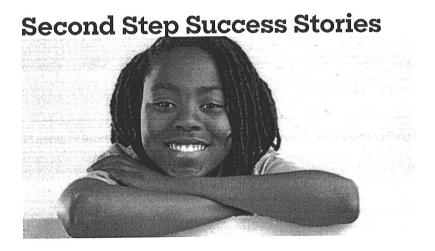
- With your order, provide the name and email address for a Setup Administrator, who will assign the school and a License Administrator to each license you've purchased. This information is required. You can use your own name or submit the name of a team member.
- 2. Tell the Setup Administrator that they'll receive an email from support@secondstep.org with instructions for assigning a License Administrator and school to each of your licenses.
- 3. Next, the License Administrator(s) will receive an email with instructions for assigning user access to Second Step lessons and, where appropriate, to the Principal Toolkit. Users assigned will receive an email invitation. Note that you and other district or school administrators won't have user-level access to lessons unless a License Administrator designates you as a user. Remember that individual licenses have only one user per license.
- 4. Work with your IT team to ensure emails from support@secondstep.org aren't blocked. You may also check your Junk or Spam folder if you don't receive expected emails. Response to the emails above is critical for ensuring access to the program.

When ordering Mind Yeti for Schools:

The easiest way to purchase a subscription for a single school is to order online at www.mindyeti.com.

To purchase subscriptions for multiple schools or a district:

- 1. Indicate the number of school subscriptions you'd like to purchase on the order form above, on prior page.
- Attach a list of school names with a Setup Administrator (first name, last name, email address, role) for each school.
- 3. When the Mind Yeti team receives your order, they work their magic!
- 4. Each Setup Administrator will receive an email welcoming them to Mind Yeti for Schools, with instructions on how to get started.



Get a closer look at how the Second Step curriculum has been successfully and creatively implemented in schools across the country.

See All Success Stories

Free Webinars



We offer live and recorded webinars so you can hear from our experts about Second Step and ask us questions.

See All Webinars



New SEL Community

A Hub for Everything SEL

Learn More



Social-Emotional Learning

Second Step SEL is research-based, teacher-informed, and classroom-tested to promote the social-emotional development, safety, and well-being of children from Early Learning through Grade 8.

Learn More



Bullying Prevention

The research-based Bullying Prevention Unit gives educators and school staff the training and tools needed to effectively address school bullying in Kindergarten through Grade 5.

Learn More

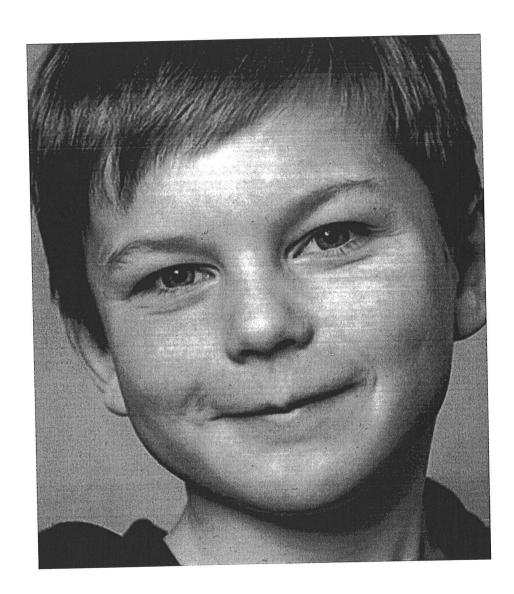


Child Protection

Available for Early Learning through Grade 5, the Child Protection Unit empowers prevention by

providing training and resources to help adults and kids know how to recognize, respond to, and report abuse.

Learn More



Success Stories

Thousands of schools around the world and 15 million kids benefit from Second Step each year. Their outcomes? Students who are ready to learn. Educators with the tools to make a difference. Districts and schools that build connected communities with a common language. And, yes, improving academics.



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BULLYING PREVENTION UNIT

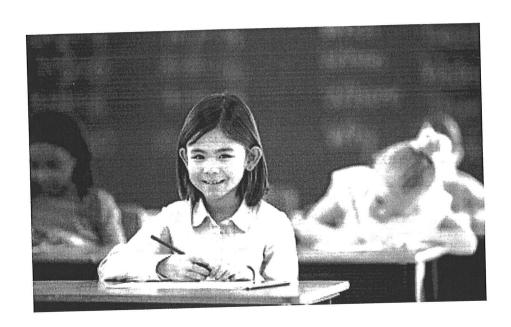
The Power to Create a Positive School Climate

Buy Now



Schoolwide Improvement

It's never too early to provide students and staff with tools to prevent bullying, both in your school and in the community. **Based on the latest field research,**Second Step's Bullying Prevention Unit teaches
Kindergarten–Grade 5 students how to recognize,
report, and refuse bullying.



Lifelong Success

As students master these crucial skills, educators and school staff learn to recognize and respond appropriately when they observe bullying or receive a bullying report, all while gaining insight into teaching the unit to children.



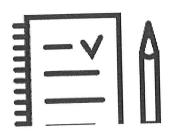


Who Is the Bullying Prevention Unit For?

Building on the fundamentals of Second Step SEL, we developed the Bullying Prevention Unit with ageappropriate lessons for **elementary classrooms** (Kindergarten–Grade 5).

Learn More

Why Choose Second Step's Bullying Prevention Unit?

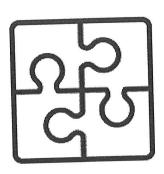




Research Based

Training, lessons, and family resources developed to put research-based strategies in the hands of educators to create spaces safe for learning.

Jump to research.



Integrated Approach

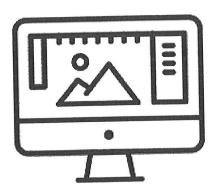
Via online training, school staff learn to work with all students involved in bullying, including bystanders, for an improved school climate.

Jump to staff training demo.



Helps Build Trust

When all staff learn how to recognize and respond to bullying effectively, students understand that they can trust staff to deal with it appropriately.



Engaging Lesson Videos

Now available to stream, without a DVD!

With the help of acclaimed author Trudy Ludwig, we've woven engaging live action and animated videos into every lesson.

Jump to sample lesson video.



Reaches Families

Family materials extend lessons beyond the classroom and help families distinguish between peer conflict and bullying.

Jump to resources for families.





The Bullying Prevention Unit includes principal resources, staff training, and student lessons to help everyone learn bullying prevention techniques.

Jump to sample lessons.

"Relationships are so key in solving bullying issues. Kids love to trust that the adult cares. That's why it's so important that every single adult in a building has the strategy and the knowledge to listen to a student and validate what they're saying."

Kim Bilanko, Principal, Benjamin Franklin Elementary, Kirkland, WA

Lesson Samples

Explore the breadth of lessons, activities, and take-home materials in Second Step's Bullying Prevention Unit.

Combined, these pieces create a comprehensive

program to help educators prevent bullying throughout the school.

Sample Materials from Grade 5, Lesson 3: Bystander Responsibility



Lesson Samples

See Samples (PDF)



Classroom Activity

See a Sample Activity (PDF)



Take-Home Activity

See a Take-Home Activity (PDF)

Sample Materials from Grade 2, Lesson 3: Refusing Bullying



Lesson Samples

See Samples (PDF)



Classroom Activity

See a Sample Activity (PDF)



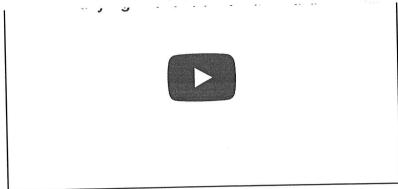
Take-Home Activity

See a Take-Home Activity (PDF)









Watch Award-Winning Lesson Videos from Second Step's Bullying Prevention Unit

Staff Training

The Bullying Prevention Unit truly starts with training for all staff, with the following online training modules.

Module 1

Principals and Program Coordinators (45–60 minutes)

Module 1 helps principals and program coordinators understand the adult/student relationship, refine and communicate their bullying policies and procedures, and communicate with families.

Module 2

All Staff Training (75–90 minutes)

Module 2 guides all school staff through scenarios that teach them how to recognize, respond to, and report bullying, and then make a plan for how to handle incidents.

Module 3

Teach the Lessons (45–60 minutes)

Module 3 provides teachers and counselors with valuable instruction about teaching the lessons, following through, and involving families.

to create a climate of social-emotional safety in schools. See Chart (PDF)

Related Blog Posts

View All

Resources for Families



Family Letters

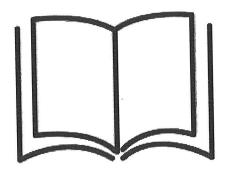
Keep families informed about classroom instruction and help them actively participate with online family resources.



Take-Home Activities

Encourage family discussions and help students reinforce skills with these Take-Home Activities.

Sample Take-Home Activity (PDF)



Book List for Kids

Recommended Children's Books (PDF)

Articles for Families

View All

Ready to Purchase?

See all our Bullying Prevention Unit products for Kindergarten through Grade 5

Buy Now

HELP STOP BULLYING



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CHILD PROTECTION UNIT

Working Together to Keep Kids Safe from Abuse

Buy Now



Create a Strategy for Adults and Students

Working together as a community, we can protect

children and keep them safe from abuse. The Second Step Child Protection Unit for Early Learning through Grade 5 provides a multi-layered approach to child safety.

By creating a child protection strategy and educating adults throughout the school, **you can be prepared to recognize**, **respond to**, **and report abuse**. And the lessons in the Child Protection Unit help students recognize, report, and refuse unsafe situations.



Who Is the Child Protection Unit For?

We developed the Child Protection Unit to help protect children from all walks of life, all over the world. It includes training, guidance, and resources for administrators, teachers, counselors, and families. Student lessons are age-appropriate and designed for **Early Learning through Grade 5** classrooms.

Why Choose the Second Step Child Protection Unit?



Research Based

Training, lessons, and family resources developed to put research-based strategies in the hands of educators to create spaces safe for learning.

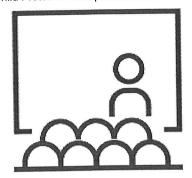
Jump to research.



Includes Family Materials

Lessons extend beyond the classroom with materials and videos that help parents discuss personal safety with their children.

Jump to family materials.



Provides Staff Training

The Child Protection Unit takes an integrated approach to child safety by providing training for every staff member and adult in your building.

Jump to staff training.



Easy to Use

Clear, rules-based scripted lessons make it easy to teach children personal safety skills.

Jump to lesson samples.

"I think it's important for children to learn personal safety skills at school. Unfortunately, a lot of us do not teach that to our children at home. So it's very important as they grow up to know who to touch, who not to touch, who not to touch, who not to talk to. Schools and families can work together."

Marie J. Johnson, grandparent of kindergarten student, Marcus Garvey Elementary School, Chicago, IL

Lesson Samples

You'll get a complete child safety program with the Second Step Child Protection Unit. Staff training, student lessons, and family materials help you build an informed community working to prevent abuse.

Sample Materials from Grade 5, Lesson 3: Unsafe and Unwanted Touches



Lesson Samples

See Samples (PDF)



Ways to Stay Safe Poster

See Sample Poster



Music Video

Watch "I'm in Charge"



Scope & Sequence

A complete list of lessons and learning objectives for the Child Protection Unit, Early Learning–Grade 5.

See the PDF

Staff Training

The Child Protection Unit truly starts with training for all staff and includes the following online training modules.

Module 1

Policies and Procedures (75–90 minutes)

Administrators create or revise their child protection strategy, then create customized policies and procedures to help reduce risk of staff misconduct.

Module 2

All-Staff Training (75-90 minutes)

Through realistic scenarios, all staff learn to recognize indicators of abuse and neglect, respond supportively to children who experience abuse, and report abuse.

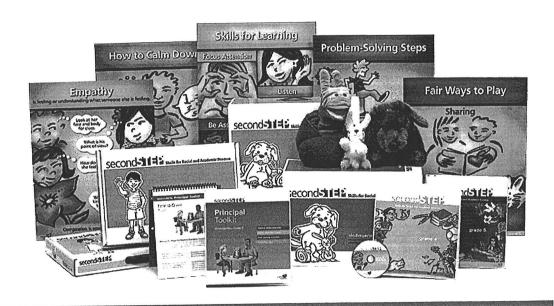
Module 3

Teach the Lessons (45–60 minutes)

Teachers and counselors learn to teach the lessons, engage families using the materials provided, and overcome discomfort with talking to students about touching safety.

educators to build strong, sustainable foundations of safe and supportive learning: the Second Step K–5 Suite.

Second Step K-5 Suite



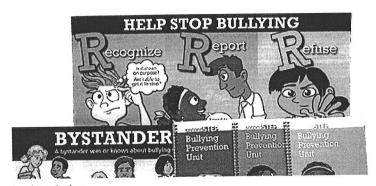
Second Step SEL

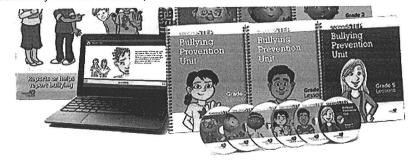
Skills for Social and Academic Success

Our evidence-based social-emotional learning curriculum improves the lives of over 15 million students every year. When students are better equipped to manage their own emotions and build positive relationships, they're better equipped to learn.

Lesson Scope and Sequence

Learn More





Bullying Prevention Unit

The Power to Improve School Climate

With the research-based Second Step Bullying Prevention Unit, Kindergarten through Grade 5 students learn to recognize, report, and refuse bullying.

Training for school staff brings the program full circle by helping adults address bullying effectively.

Lesson Scope and Sequence

Learn More



Child Protection Unit

Working Together to Keep Kids Safe from Abuse

The research-based Second Step Child Protection Unit gives teachers the tools to recognize and respond to abuse and the confidence to comfortably teach



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MIDDLE SCHOOL PROGRAM

Empowered with Skills for Life

Buy Now



Made with Middle Schoolers in Mind

Middle school is a time of change. Second Step helps you teach powerful skills and competencies—like handling strong emotions, setting and meeting goals, making good decisions, and forging positive relationships—while building the safe, supported learning environment middle schoolers need to succeed.



Best-in-Class Social-Emotional Learning

The Second Step Middle School Program is a first-ofits-kind SEL curriculum that's modern, web-based, and
responsive to the needs of today's students and
educators. It's underpinned by the latest research in
adolescent brain development and social psychology,
and it's been refined through multiple pilot programs in
classrooms across the country. The result is a program
that doesn't just help kids do better in school. It helps
them do better in life.





Simple and Effective for Teachers

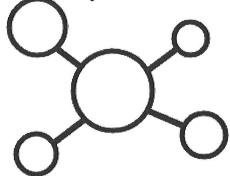
For any SEL program to be successful, first it has to work for teachers and help them meet the daily demands they face. Extensive field research and piloting have resulted in an intuitive interface teachers are quick to embrace. User feedback has led to a program with unprecedented flexibility—it provides a full year's lessons for three grades and nearly 200 advisory activities, so teachers can expand or adapt it based on the unique situation in their classroom. The program also requires minimal prep time, and because it's web-based, everything is in one place.



Relevant to Today's

Middle Schooler

Instead of scripted lectures, we created dynamic, relevant, discussion-based content that offers practical skills for situations both in and out of the classroom. Many lessons feature videos of real kids talking about issues applicable to their daily lives. We also engage middle schoolers the way they love to be engaged: through interactive media. And with the wealth of material, lessons always feel fresh and interesting.



A Culture of Connectedness

Bringing social-emotional learning to every classroom is essential to building a connected school culture. By going schoolwide with Second Step, every adult in the building gains access to the program's lessons, resources, activities, and professional learning—creating a common language across the school. We know that creating a culture of connectedness is fundamentally important, but we also know that it's a challenge. That's why we've developed resources that make a schoolwide implementation easy for educators.

New Second Step Middle School: Educat...



What Educators Say

Watch the Video



What Middle Schoolers Say

Get Inspired



What the Experts Say

What's Included in the Program?

For each grade, the program is fully loaded with a year of weekly Second Step SEL lessons. There are nearly 200 advisory activities, program training, professional learning, and an abundance of additional resources—such as lesson plans to extend SEL throughout the day, SEL rubrics, and much more. A Principal Toolkit is also included with schoolwide licenses, offering administrative and implementation resources.

Social-Emotional Learning Lessons

The program's lessons, which take approximately 25 minutes each, are projected from a web-based portal and require little prep time. They address four key areas of SEL.

UNIT 1 Mindsets & Goals 7 lessons per grade

Students develop a growth mindset and learn research-based strategies for achieving goals. Lessons can be applied to social and academic aspects of their lives.

UNIT 2

Values & Friendships

5 lessons per grade

Students learn to make decisions based on their personal values and to build strong friendships and relationships while avoiding negative ones.

UNIT 3

Thoughts, Emotions & Decisions

5 lessons per grade

Students are taught the relationship between thoughts, emotions, and decisions and learn strategies for staying in control when they're experiencing strong emotions.

UNIT 4

Serious Peer Conflicts

9 lessons per grade

Students are taught how to identify, avoid, and resolve serious conflicts.

They also learn strategies to prevent bullying and harassment.

Scope & Sequence

A complete list of units and weekly lesson topics for three grades of social-emotional learning.

Download the Full Scope and Sequence Download the Short Scope and Sequence



Award-Winning Media Content

A hallmark of the Second Step Middle School Program is its stand-out media component. Seventy videos woven throughout the program bring lessons to life, maintaining a standard of excellence recently honored with the 2018 CINE Golden Eagle Award for Children's Programming. An extensive range of original content, stop-motion animation, custom illustration, and music infuses the program, adding up to an experience that engages students and makes social-emotional learning relevant to them in their everyday lives. Watch a sampling of the award-winning videos.







Advisory Activities

Educators can create a complete advisory program from the nearly 200 scripted Class Meetings, Class Challenges, and Service-Learning Projects included in the program. These advisory activities can be used with their corresponding weekly lessons to reinforce skills or as stand-alone experiences.

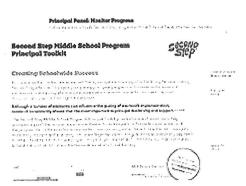
See the Advisory Program Guide (PDF)



Professional Development

A Professional Development section provides staff with two learning opportunities. The Program Training familiarizes educators with program concepts, research, and teaching tips. In Professional Development, a series of short modules help bolster educators' social-emotional skills. Both can be completed individually or in groups.

See the Professional Development Summary (PDF)



BOARD TRANSMITTAL FORM

Date:	November 12, 2019								
TO:	School Board Members								
Prepared by: Agenda Subject:	Dr. Paul Sevillano, Superintendent School Plan for Student Achievement (SPSA)								
Agenda Section:	CURRICULUM								
	□ Approval□ Reports	☐ Discussion ☐ Information only	☐ Consent☐ Closed Session						

Background/Summary: The School Plan for Student Achievement (SPSA) consolidates all school-level planning into one plan for programs funded through the consolidated application (ConApp), pursuant to California Education Code (EC) Section 64001 and the Every Student Succeeds Act (ESSA). EC Section 4105, 41572, and 64001 specifies schools and districts that receive state and federal or other applicable funding through the district's Consolidated Application (ConApp) process prepare a School Plan for Student Achievement (SPSA) for any recipient school. The purpose of the SPSA is to improve the academic performance of all students. The School Site Council (SCC) is required to develop and annually review the SPSA, establish an annual budget, and make modifications in the plan to reflect changing needs and priorities, as applicable, pursuant to EC 52053 (b) and 52855.

The 2019 SPSA document is aligned with district LCAP objectives. Assembly Bill 716 revised California Education Code (EC) sections 64001–65001 to streamline and align state and federal planning processes and codified Federal school planning requirements in ESSA in EC Section 64001. As per *EC* Section 64001, specific actions included in the LCAP, or the annual update of the LCAP, must be consistent with the strategies included in the school plans submitted.

Recommendation:

Approve

Fiscal Impact:

N/A

Approved by:

Dr. Paul Sevillano, Superintendent

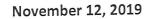


Certificated Personnel Action Report

November 12, 2019

The Certificated persons listed below are recommended to the Board for Action listed. Documents regarding the appointments of candidates, leaves of absences, resignations, and reassignments have been submitted and meet the necessary requirements.

CERTIFICATED EMPLOYEES									
	Name	Position	Hours	Location	Personnel Action	Effective Date	Notes		
13.1.1	Steven Short	Special Education Teacher	7.25	Freedom/ FHS	Approve Probationary Employment	11/13/2019	Approve Probationary Employment New Position Pending Background Check/TB Clearance		
13.1.2	Melissa Tarkington	6th Grade Teacher	7.25	Freedom	Approve Probationary Employment	11/13/2019	Approve Probationary Employment Replacement Background Check/TB Cleared		





Classified Personnel Action Report

The Classified persons listed below are recommended to the Board for Action listed. Documents regarding the appointments of candidates, leaves of absences, resignations, and reassignments have been submitted and meet the necessary requirements.

CLASSIFIED EMPLOYEES									
	Name	Position	Hours	Location	Personnel Action	Date	Notes		
13.2.1	Maria Rodriguez	Breakfast Aide	1.00	JHS	Approve Probationary Employment	11/13/2019	Background Checked/TB Cleared (Employee)		
13.2.2	Anita Meraz	Food Service Worker I/ Vending Cart Server	3.00	FHS	Approve Probationary Employment	11/13/2019	Approve Probationary Employment New Position (After School Program) Background Check/TB Cleared		
13.2.3	Veronica Campos	Food Service Worker I/ Vending Cart Server	3.00	FHS	Approve Probationary Employment	11/13/2019	Approve Probationary Employment Replacement Pending Background Check/TB Clearance		
13.2.4	Alyssa Acosta	Behavior Management Instructional Aide	3.00	Hester	Approve Resignation	10/31/2019	Approve Resignation		
13.2.5	Marizabel Magallan	Behavior Management Instructional Aide	3.00	Hester	Approve Resignation	11/1/2019	Approve Resignation		
13.2.6	Hannah Bergman	Behavior Management Instructional Aide	3.00	Freedom	Approve Resignation	10/18/2019	Approve Resignation		
13.2.7	Marie Rubio	Food Service Worker I/ Vending Cart Server (After School Program)	3.00	FHS	Approve Resignation	10/31/2019	Approve Resignation		
13.2.8	Nakia Happli	Behavior Management Instructional Aide	3.00	Hester	Approve Probationary Employment	11/13/2019	Approve Probationary Employment Replacement Pending Background/TB Clearance Approve Probationary Employment		
13.2.9	Yesenia Felix	Behavior Management Instructional Aide	3.00	Hester	Approve Probationary Transfer	11/13/2019	Replacement Background Checked/TB Cleared (Employee)		
13.2.10	Amy Aguilar	Behavior Management Instructional Aide	3.00	Freedom	Approve Probationary Transfer	11/13/2019	Approve Probationary Employment Replacement Background Checked/TB Cleared (Employee)		



November 12, 2019

The Extra-Curricular Activity/Coaching persons listed below are recommended to the Board for Action listed. Documents regarding the appointments of candidates, leaves of absences, resignations, and reassignments have been submitted and meet the necessary requirements.

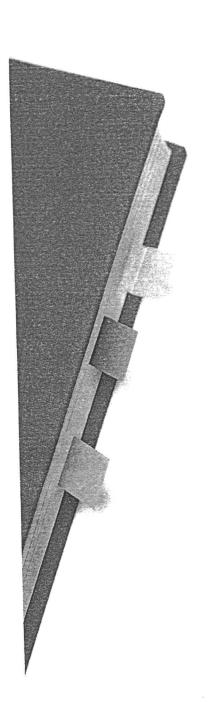
EXTRA-CURRICULAR ACTIVITY / IN-HOUSE COACHING / WALK-ON COACHES								
	Name	Position	Location	Personnel Action	Notes			
13.3.1	Thelma Kannady	Assistant Girls Soccer Coach	FHS	Approve Walk-On Coach	2019-20	Approve Walk-on Coach Background Checked/TB Cleared		
13.3.2	Francisco Hernandez	Varsity Girls Soccer Coach	FHS	Approve Walk-On Coach	2019-20	Approve Walk-on Coach Replacement Background Checked/TB Cleared		
13.3.3	Ambar Rodriguez	JV Girls Soccer Coach	FHS	Approve Contractual Stipend	2019-20	Approve Contractual Position (Employee) Replacement Background Checked/TB Cleared		
13.3.4	Luis Del Rio	JV Boys Basketball Coach	FHS	Approve Walk-On Coach	2019-20	Approve Walk-on Coach Replacement Pending Background Check/TB Clearance		

BOARD TRANSMITTAL FORM

Date:	November 12, 2019									
To:	School Board Members									
Prepared By:	Jason Kaff, CBO									
Agenda Subject:	First Interim Presentation									
Agenda Section:	Business Services									
	V	✓ Action ☐ Discussion				☐ Consent				
		Reports		Information only		Closed Session				
Background/Summ	ary:									
The First Interim is due to the Tulare County Office of Education by December 15 2019 and reflects budgeted and actual revenue and expenditures from July 1, 2019 to October 31, 2019. This report encompasses budget reports for all funds as well as multi-year projections for 2019-20, 2020-21 and 2021-22.										
Recommendation:		N/A								
Fiscal Impact: N/	Ά									

Approved by: Jason Kaff, CBO

Approved by: Paul Sevillano, Superintendent



Farmersville Unified School District - First Interim

2019-2020

Jason Kaff, CBO

Farmersville Unified School District First Interim

- State requirement to improve fiscal awareness and accountability of Public School Districts.
- Reflects budget and actual revenues and expenditures from July 1, 2019 through October 31, 2019.
- Includes budget reports for all funds.
- Includes Multi-Year projections, 2019-20, 20-21, and 21-22.

First Interim – Factors

- ▶ Statutory COLA 19-20 3.26%, 20-21 3.00%, 21-22 2.8%
- Unduplicated Count Percentage 19-20 92.41%
- Average Daily Attendance (ADA)
 - ▶ 19-20 P2 ADA 2,443.22

Includes 150K for annual pool maintenance costs

Includes 180K for shade structures

Includes 300K for Jr. High gym floor replacement

Includes 500K for HVAC replacements/modernization in 2020-21 and 21-22.

First Interim – General Fund Summary

FF/Revenue Limit deral Revenue :her State :her Local :tal Revenue	Original Budget 28,826,127 2,640,988 2,159,897 595,793	28,858,921 3,055,980 2,206,183
deral Revenue her State her Local	2,159,897	
her State her Local		2,206,183
her Local		
		703,741
tal Nevellas	34,222,805	34,824,825
	12 7/12 696	13,955,039
	• •	4,324,933
		9,858,002
	•	3,011,113
		5,297,379
		366,324
		1,018,241
_		(106,922)
otal Expenditures	37,081,177	37,724,109
ther Financing Sources *	421,798	365,220
let Increase/(Decrease)	(3,280,170)	(3,264,504)
	other Financing Sources *	assified Salaries 4,464,560 mployee Benefits 9,890,864 pooks and Supplies 2,696,053 ervices 5,033,728 apital Outlay 341,967 ther Outgo 1,018,241 cotal Expenditures (106,922) Other Financing Sources * 421,798

First Interim – LCFF Revenues

	2019-20	2019-20	
e.	Unrestricted	Restricted	Summary
LCFF/Revenue Limit	28,858,921	0	28,858,921
Federal Revenue	32,875	3,023,105	3,055,980
Other State	448,214	1,757,969	2,206,183
Other Local	150,000	553,741	703,741
Total Revenue	29,490,010	5,334,815	34,824,825
Certificated Salaries	12,568,244	1,386,795	13,955,039
Classified Salaries	3,503,111	821,822	4,324,933
Employee Benefits	7,631,449	2,226,553	9,858,002
Books and Supplies	1,643,756	1,367,357	3,011,113
Services	3,732,035	1,565,344	5,297,379
Capital Outlay	330,357	35,967	366,324
Other Outgo	901,491	116,750	1,018,241
Trans of Indirect/Direct	(324,258)	217,336	(106,922)
Total Expenditures	29,986,185	7,737,924	37,724,109
Other Financing Sources *	365,220		365,220
Contributions	(2,157,498)	2,157,498	0
Net Increase/(Decrease)	(3,018,893)	(245,611)	(3,264,504)

^{* \$365,220} Cafeteria Contribution

Multi-Year Projection

Unrestricted/Restricted

Projections

	2019-20	2020-21	2021-22
Beg. Balance	11,640,204	8,375,700	5,942,574
Revenue	34,824,825	35,509,934	36,348,676
Expenditures	38,089,329	37,943,060	38,457,458
Other Sources/(Uses) Net Change	(3,264,504)	(2,433,126)	(2,108,782)
Ending Balance	8,375,700	5,942,574	3,833,792
Reserve %	19.17%	13.61%	8.57%

Farmersville Unified School District Interim Interim

Thank You

Questions?

BOARD TRANSMITTAL FORM

Date:	Nov	ember 12, 2019				
To:	School Board Members					
Prepared By:	Jasc	Jason Kaff, CBO				
Agenda Subject:	Approval of the First Period Interim Report and Positive Certification of Financial Status Business Services			d Positive		
Agenda Section:		Action		Discussion		Consent
		Reports		Information only		Closed Session
Background/Summ						
The Board is required financial obligations basic criteria that moths the cash balance period. The third criteria conomic uncertainty for Economic	s for nust be ce an riterio caintic	the current and be met for a position of the fund balance on is that the District of the Based oard approve a p	subs itive ice w strict curre upo ositi	requent two year certification. To will be positive for will have a minum that the attached we certification s	rs. the first t	rst two are that especified time a reserve of 3% of for its Reserve ormation, it is all three criteria
Recommendation:		Adopt a Positive	Cer	tification of Fina	ncial	Condition

Approved by: Parl Quille Dr. Paul Sevillano, Superintendent

Fiscal Impact: None

Approved by: Jason Kaff, CBO

BOARD TRANSMITTAL FORM

Date:	Nov	rember 12, 2019				
To:	Sch	ool Board Mem	bers			
Prepared By:	Jason Kaff, CBO					
Agenda Subject:	Approval of Agreement for Phase I Assessment with AECOM Technical Services, Inc.			t with		
Agenda Section:	Bus	siness Services				
	\checkmark	Action		Discussion		Consent
		Reports		Information only		Closed Session
Background/Sumn	ary:	:				
Before acquiring pro environmental const assessment is to rev	ilton	t to complete a P	nase	i assessment. 11	ic pu	pose of and
Recommendation:		Approve the ag	reem	ent		
Fiscal Impact: \$4	,600					
						•
Approved by: Jaspy	Jin Kaff	n haff	>			
Approved by: Dr. P.	for aul S	levillano, Superin	Lendo	ent		

AECOM

VIA ELECTRONIC MAIL

(bmartin@aalrr.com)

October 16, 2019

Farmersville Unified School District c/o Bryan G. Martin, Esq. Atkinson, Andelson, Loya, Ruud & Romo 10 River Park Place East, Suite 240 Fresno, CA 93720

RE: Proposal for Phase I Environmental Site Assessment

215 to 297 W. Visalia Road

Farmersville, Tulare County, California

As requested by your attorney, Mr. Bryan Martin, AECOM Technical Services, Inc. (AECOM) prepared this proposal for the Farmersville Unified School District (Client, or "user"). This proposal presents our proposed scope of services, schedule, and fees to perform a Phase I Environmental Site Assessment (ESA) for six parcels of land located in or near the City of Farmersville, Tulare County, California (Site, Subject Property). The six parcels have street addresses ranging from 215 to 297 West Visalia Road and are identified as Tulare County Assessor's Parcel Numbers 130-050-00-5000, 130-050-00-6000, 130-050-00-8000, 130-120-02-1000, 130-120-02-3000, and 130-120-02-4000. AECOM understands that Client is considering purchasing the Subject Property from the current owners.

PROJECT UNDERSTANDING

The proposed Phase I ESA scope of services set forth in this work order will be conducted in accordance with ASTM Standard E1527-13 and 40 C.F.R. Part 312 as part of establishing that "all appropriate inquiries" (AAI) have been made and in order to qualify for the Landowner Liability Protections (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the "Brownfields Amendments"), which amended the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). AECOM will, on behalf of user, gather commonly known or reasonably ascertainable information with the local community about the Subject Property pursuant to 40 C.F.R. § 312.30.

AECOM Technical Services, Inc. 1360 E. Spruce Avenue Suite 101 Fresno, CA 93720 Tel: 559-448-8222 Fax: 559-448-8233

SCOPE OF SERVICES

AECOM's proposed scope of services for the Phase I ESA is set forth below. The Phase I ESA will be performed by, or under the direct supervision of, an environmental professional licensed by the State of California as defined in ASTM Standard E 1527-13, Appendix X2 pursuant to 40 C.F.R.10.

• Site Reconnaissance

AECOM will conduct a one-time reconnaissance of readily accessible areas of the Subject Property to evaluate potential sources of contamination. Reasonable attempts will be made to access all portions of the Subject Property. Site activities will be observed and evaluated for their potential to release hazardous materials. To the extent that the following items are visually and/or physically observed on the Site visit, or identified in the interviews or records review, they shall be identified in the final Phase I ESA report:

- The use, storage, or disposal of toxic, hazardous or industrial chemicals or petroleum products, including amounts stored onsite, method of storage, and method of disposal;
- Identification of the presence of above-ground storage tanks (ASTs), and/or indications of the presence of underground storage tanks (USTs) and of the presence of transformers onsite that may be PCB-contaminated. If ASTs or USTs are present, AECOM will attempt to obtain information regarding the number of tanks, materials stored, tank testing records, and whether or not the tanks are registered;
- Waste handling units such as ponds, sumps, ditches, drains, landfills, waste piles, burn pits, incinerators, septic tanks, leach fields, and treatment tanks;
- Visible water or soil contamination, such as on-site spills, oily sheens, leachate seeps, distressed vegetation, fish kills, odors, and topographic anomalies (i.e., depressions or mounds);
- Hydraulic equipment such as elevators, dock lifters, and vehicle lifts;
- Locations of existing and former utilities such as drainage fields, heating oil tanks, electrical power, natural gas, septic systems, cesspools, drywells;
- Waste storage units such as containers, aboveground storage tanks, or evidence of underground storage tanks; and
- Dielectric fluid-containing electrical devices such as transformers, capacitors, and other electrical devices.

The current uses of the Subject Property and immediately surrounding properties will be confirmed. To the extent that past uses of those properties are visually and/or physically observed during the Site visit or are identified in the interviews or records review, they shall be identified in the report.

It shall be the responsibility of Client or its agent to obtain the owner's and/or tenants' permission for AECOM staff to enter the Site prior to the scheduled visit. If access is unavailable to any portions of the Subject Property, AECOM's ability to complete the scope of services described herein may be hindered.

Prior Site Ownership and Land Uses

Review prior uses of the Subject Property from the present back to 1940 or its first developed use, whichever is earlier, for indications of potential uses that may have resulted in recognized environmental conditions. Historic information will primarily be developed from one or more of the following historical records: aerial photographs, fire insurance maps, USGS topographic maps, local street directories, land title records, and interviews with present owners and persons knowledgeable about the Site history.

Interviews

Conduct interviews with Subject Property owner(s), operations manager(s), and maintenance personnel, as available or appropriate, to evaluate site history and operation and maintenance procedures. It shall be the responsibility of Client or its agent to arrange for these parties to be available for interviews by telephone or in person.

Site Setting

Review site or local geology, hydrogeology, soils, and wetlands using available reference materials. Review readily available California references for oil exploration borings and production wells.

Agency Review

AECOM will utilize a database search subconsultant, Environmental Database Resources (EDR), to search reasonably ascertainable local, state, tribal and federal environmental regulatory agency databases to identify recognized environmental conditions in connection with the Subject Property and surrounding properties. The radii used during the search will be consistent with those identified in the ASTM Standard E1527-13.

Following the database search, AECOM will conduct inquiries by telephone, or in writing, with applicable municipal, county, and state regulatory agencies for information regarding environmental permits, environmental violations or incidents and/or status of enforcement actions at the Subject Property. Agency contacts may include as appropriate: City or County Fire Department, City or County Building and Safety,



Planning, and/or Public Works Department, the County Health Department, California Department of Toxic Substances Control (DTSC), California Regional Water Quality Control Board (RWQCB), and the United States Environmental Protection Agency (USEPA).

AECOM assumes that the Client or a Client-designated Site representative will provide copies of previous environmental reports (if they exist).

Reporting

AECOM will prepare a Draft Report for Client review describing the ESA activities and presenting AECOM's findings and professional opinion regarding the potential for environmental impairment at the Subject Property. The Draft Report will be submitted to client in PDF format via electronic mail, and, if requested, two bound copies of the Draft Report will also be provided.

The report will include maps and figures of the Site, a copy of the Client-provided preliminary title report if available, photographs taken during the Site visit, historical aerial photographs, the EDR agency database report, and qualifications of the AECOM personnel involved. The Final Report deliverables will include one CD ROM containing the Final Report in PDF format, three bound and one unbound copy of the Final Report. AECOM will also assist Client in completing the Application for Review for submitting the Final Report to the California Department of Toxic Substances Control (DTSC).

If, based upon this Phase I ESA, a potential for environmental impairment or contamination is identified, recommendations for further action will be made. It is possible that the Phase I ESA Report may recommend performing additional Phase II field investigations (including surface, subsurface and/or air sampling) to assess the potential presence or absence of contaminated soil and/or groundwater beneath the Site. Such investigations are not included in AECOM's Scope of Services described herein, but recommendations will be provided.

AECOM has limitations on providing reliance to lenders and other entities. This proposal assumes that the Final Report will be prepared for the sole use of Client. Any other entities requiring reliance on the Final Report must be discussed with AECOM prior to initiating the scope of services.

CLIENT-PROVIDED ASSISTANCE

In order to successfully complete the Phase I ESA within the presented schedule, Client shall provide the following items as soon as possible following formal authorization to proceed:

- Preliminary Title Report for the Subject Property, if available, and any other available information regarding environmental liens or activity and use limitations that are filed or recorded against the Subject Property;
- Identification of the site contacts and how the contacts can be reached, including representatives of current/former owners and current/former occupants, to the extent possible;
- Identification of all parties who will rely on the Phase I ESA report;
- A map or other documentation showing property location and boundaries;
- Access to all areas of the property;
- A listing of any special site safety requirements, personal protective equipment, or other special terms and conditions that must be addressed with the site owner;
- Permission to use photographic equipment, dictating equipment and engineering tools on the property at the time of our site survey; and
- Require the current owner and tenant to provide access to, or make copies of, prior to or during the site visit: copies of permits, waste discharge requirements, emissions data, hazardous materials inventories, hazardous waste shipping manifests, risk assessments, and other relevant environmental reports and regulatory correspondence (if they exist).

The user of the Phase I ESA (i.e., Client) shall also provide AECOM with reasonably available information, which may be necessary to complete the Phase I ESA and to establish that the AAI requirements have been met.

EXCLUSIONS

Although general observations regarding the likelihood of the following conditions may be reported, AECOM's scope of services specifically excludes the following:

- A chain-of-title search and an environmental lien search, although these can be added at Client's request for additional fees;
- Sampling and analyses of soil, groundwater, air, or potential asbestos-containing materials, PCB-containing materials, or lead-based paint materials;
- Assessment of lead or other chemicals in drinking water;
- Assessment of radon gas;
- Structural or other engineering evaluations of any existing facilities; and
- Assessment of the presence of mold or mold-like substances beyond general observations of potential water intrusion or water damage.

If warranted, AECOM can provide these services under an additional work order.

SCHEDULE

The schedule for completion of the Draft Report is four (4) weeks after receipt of written authorization to proceed and of the client-provided information listed above. AECOM is prepared to begin work immediately upon receiving Client's authorization.

In some cases, lengthy waiting or ordering periods may make it impossible for AECOM to conduct certain tasks in time to incorporate the results in the Final Report. Certain items may require Freedom of Information Act requests, and aerial photographs or other environmental data may take several weeks for delivery. In such cases, AECOM will inform Client, note these as data gaps in the Report, and proceed with the other tasks of the assessment.

FEES

AECOM will provide the above scope of services on a time-and-materials basis in accordance with the enclosed Commercial Terms. The "not to exceed" fee for the above scope of services is \$4,600.00.

This fee estimate is based on the following assumptions:

- The Subject Property parcel can be accessed during one Site reconnaissance. There will not be any additional Site visits due to denial of access, and/or other factors beyond the control of AECOM;
- Client will provide one consolidated set of comments for the Draft Report; and
- No special monitoring or personal protection equipment will be necessary during the Site reconnaissance.

TERMS AND CONDITIONS/LIMITATIONS

We propose to provide the services set forth in this proposal in accordance with the terms set forth in the enclosed General Conditions. If this proposal is acceptable, please have an authorized Client representative sign and return the project authorization below.

Services performed by AECOM will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions. It is important to recognize that even the most comprehensive



Farmersville Unified School District

October 16, 2019 Page 7

scope of services may fail to detect environmental liabilities on a particular site. Therefore, AECOM cannot act as insurer and cannot "certify" that a site is free of environmental contamination or fully compliant with the current regulations. No expressed or implied representation or warranty is included or intended in our reports, except that our services were performed, within the limits prescribed by our client, with the customary thoroughness and competence of our profession.

We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact Stuart St. Clair at (559) 490-8308.

Sincerel	y,
----------	----

AECOM Technical Services, Inc.

Stuart St. Clair

Stuart St. Clair, PE

Project Civil Engineer/Project Manager

Mark Wuttig
Vice President

Wal Weitty

Enclosures:

Commercial Terms

General Conditions

Project Authorization

By the signature below of the duly authorized representative of Farmersville Unified School District (Client), Client authorizes AECOM to conduct the scope of work described above.

Authorized Representative Printed Name	Signature	Date

Commercial Terms

Time and Materials with Not-to-Exceed

Effective: May 21, 2019

SCOPE OF SERVICES - AECOM Technical Services, Inc., referred to herein as "AECOM", will perform the services described in its Proposal, or, in the absence of a proposal, as defined in writing and approved by AECOM and Client, referred to herein as "Services" in accordance with the following "Commercial Terms". These services shall be performed on a Time and Materials basis with a Not-to-Exceed ("NTE") amount of \$4,600.00. The hourly Billing Rates of Staff are set forth below. Reimbursable expenses are included in the overall NTE cap.

STAFF - Charges for all professional, technical and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates". Billing Rates are in U.S. dollars, net of all applicable taxes, duties, fees and related charges, and include fringe benefits, burden and fee.

Staff Category	Rate/Hou
Technician I, Project Administrator I	60.00
Data Administrator I, Technician II	75.00
Scientist I, Project Administrator II, CADD/GIS I	90.00
Scientist II, Engineer I, Data Administrator II, Technician III, CAD/GIS II	105.00
Scientist III, Engineer II, Technician IV, Data Administrator III, Project Administrator III, CADD/GIS III	120.00
Scientist IV, Engineer III, CADD/GIS IV	135.00
Project Manager I, Scientist V, Engineer IV	150.00
Project Director I, Project Manager II, Engineer V, Scientist VI	170.00
Project Director II, Project Manager III, Engineer VI, Scientist VII	200.00
Project Director III, Project Director IV, Project Manager IV, Engineer VII, Scientist VIII	225.00

AECOM may revise these rates annually. All staff personnel have been classified in the above staff categories based on discipline skills, education and experience level.

All travel, to a maximum of eight hours per day, will be charged at the Billing Rates. Billing Rates are based on a forty-hour work week. Overtime hours for exempt employees (non-hourly) will be charged at the standard Billing Rates. Overtime hours of non-exempt (hourly-non-supervisory) employees are charged at 130% of the Billing Rates.

LITIGATION SUPPORT - In the event that AECOM's employees are requested by Client or compelled by subpoena or otherwise by any party to give expert or witness testimony or otherwise participate in a judicial or administrative proceeding involving the Client at any time, Client shall compensate AECOM at 150% of the Billing Rate, including preparation time, and shall reimburse AECOM for all out of pocket costs as provided

RETAINER - AECOM may require advance deposit of funds on specific projects based upon project cost estimates. In those instances, AECOM and the Client will mutually provide terms for the deposit of advance payments and provisions for crediting such advances against invoices for

OTHER DIRECT COSTS - "Other Direct Costs" are all costs and expenses incurred by AECOM directly attributable to the performance of Services together with a ten percent (10%) fee. Other Direct Costs include subcontracts, materials, shipping charges, special fees, permits, special insurance and licenses, outside computer time, and miscellaneous costs. Travel and travel-related expenses and equipment purchased for a project with advance authorization are computed on the basis of actual cost.

INVOICING AND PAYMENT - Invoices will be issued monthly or twice per month at AECOM's option. Invoices will include a listing of staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Any variance from this invoice format will be completed at the client's expense. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due upon receipt. Invoices not paid within thirty (30) days are subject to interest from the 31st day at the rate of 1-1/2% per month (18% per annum) but not to exceed the maximum interest allowed by law. In addition, AECOM may, after giving seven (7) days written notice to Client, suspend Services without liability until the Client has paid in full all amounts due AECOM on account of Services rendered and expenses incurred including interest on past due invoices or terminate Services without liability. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the thirty (30) day period. In the event that AECOM places Client's account in the hands of an attorney for collection, Client agrees to pay AECOM all fees and expenses, including attorneys' fees and expert fees, necessitated thereby.

SECURITY INTEREST - Client hereby grants AECOM a security interest in and to any and all machinery, equipment, other rights, assets, and property, tangible and intangible, wherever located, now owned or hereafter acquired by Client from AECOM, and any and all proceeds, additions or accessions to any and all of the foregoing, to secure the payment and performance by Client of any and all direct or indirect obligations, indebtedness and claims, whether contingent or fixed, now existing or hereafter arising, from Client to AECOM.

ESTIMATES OF COSTS AND SCHEDULES - AECOM's estimates of costs and schedules are for Client's budget and planning assistance only. Cost and schedule estimates are based on AECOM's best judgment of the requirements known at the time of the proposal and can be influenced favorably or adversely by Client needs and other circumstances. AECOM will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall AECOM's estimate be interpreted as a not-to-exceed or fixed price. In the event AECOM is required to exceed its original estimate for any reason, the Client may wish to (1) redefine the scope of Services in order to accomplish Client's budget objectives, or (2) terminate Services at a specific expenditure level. If option (2) is chosen, AECOM will turn over all information to the extent completed at the authorized level without further obligation or liability to either party except payment for Services performed. Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to Notwithstanding any other terms to the contrary, AECOM shall be entitled to a change order for additional compensation or additional time to perform its work, in the event that work outside the Services is requested or required to be performed by AECOM, or in the event that the assumptions underlying AECOM's proposal prove to be different from the facts actually encountered by AECOM during the performance of the Services.

AGREEMENT - These Commercial Terms Form 103E (5/21/2019) and the attached General Conditions Form 102 (5/21/2019) govern the performance of the Services and rights and obligations of the parties



General Conditions

Effective: May 21, 2019

- 1. ACCESS. Client grants or shall obtain for AECOM Technical Services, Inc. ("AECOM") and its subcontractors authority to enter the property upon which AECOM's Services are to be performed ("Site"), at Client's expense.
- 2. <u>CLIENT INFORMATION</u>. Client understands that AECOM is relying upon the completeness and accuracy of information supplied to it by Client and others in connection with the Services without independent verification. Client agrees to advise AECOM of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services to be performed hereunder.
- 3. STANDARD OF SERVICES AND WARRANTY. AECOM agrees to perform its services as described in the applicable Proposal ("Services") in accordance with generally accepted engineering and construction standards, and scientific practices in effect and utilized by environmental firms in the United States at the time the Services are rendered. The Services may involve the use of tests, calculations, analysis and procedures which are in a state of change and refinement. Client recognizes that projects involving hazardous waste sites may not perform as anticipated even though the Services are performed in accordance with the required level of care. Given the difficulty in predicting the environmental condition of a site based upon limited sampling and investigative activity, Client recognizes that any statements, opinions and conclusions contained in reports and other documents prepared and/or issued by AECOM are only meant to give approximations of the environmental condition of the Site limited to the particular contaminant(s) and/or environmental issues actually targeted by AECOM's investigation and the portions of the Site actually investigated, sampled or tested by AECOM. AECOM shall, for the protection of Client, request from all vendors and subcontractors from which AECOM procures equipment, materials or services, guarantees which will be made available to Client to the full extent of the terms thereof. AECOM's responsibility with respect to such equipment, services and materials shall be limited to the assignment of such guarantees and rendering assistance to Client in enforcing the same. Subject to Section 13, AECOM warrants that, if any of its completed Services fail to conform to the above standard, AECOM will, at its expense and provided AECOM is notified of such defective Services within one year of the completion of the Services, either perform corrective Services of the type originally performed as may be required to correct such defective Services or refund to Client the amount paid to AECOM for the defective Services. Except as provided in this Section, AECOM makes no other warranty, express or implied, and shall have no other liability to Client for defective Services, whether caused by error, omission, negligence, or otherwise.
- 4. CONFIDENTIALITY. "Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either party discloses Confidential Information to the other party in connection with this contract (excluding AECOM's Work Product that is delivered to Client or others hereunder), the party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of ten (10) years from the date of disclosure. These restrictions shall not apply to information that (i) the parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving party; (iii) the receiving party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing party; (iv) is independently developed by the receiving party; or (v) is required to be disclosed by law or court order. Client agrees that AECOM may use and publish Client's name and a general description of the Services provided to Client in describing AECOM's experience and qualifications to other clients and potential clients.
- 5. WORK PRODUCT. "Work Product" consists of all reports, notes, laboratory test data and other information prepared by AECOM for delivery to Client. Client shall have the right to make and retain copies and use all Work Product; provided, however, such use shall be limited to the particular Site and project for which the Work Product is provided. All Work Product prepared by AECOM shall be for the sole and exclusive use of Client and no other person or entity. Client agrees that no third party (with the exception of governmental entities or agencies) shall have the right to use or rely on the Work Product without the written consent of AECOM and the third party's agreement to be bound by the same terms and conditions as Client and to execute a third party reliance letter agreeable to AECOM.
- 6. INSURANCE. AECOM shall maintain Workers' Compensation and Employer's Liability insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a limit of \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage, and Professional Liability (errors and omissions) insurance with a limit of \$1,000,000 per claim and in the aggregate.
- 7. INDEMNITY. AECOM shall indemnify, defend and hold harmless Client, its officers, directors, agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of Services to the extent caused by the negligence or willful misconduct of AECOM. Client shall indemnify, defend and hold harmless AECOM, its officers, directors, Form 102 (5/21/2019)

agents employees and affiliated and parent companies against claims, demands and causes of action of third parties (including reasonable attorneys' fees and costs of defense) for bodily injury, disease or death, and damage of property arising during the performance of this Agreement to the extent caused by the negligence or willful misconduct of Client.

- 8. PAYMENT & CHANGES. Invoices will be issued monthly or twice per month at AECOM's discretion, itemizing the staff categories, hours worked, rates, and the Other Direct Costs. Invoices may be sent electronically at AECOM's discretion. Copies of supporting documentation will be provided upon Client's request and at Client's expense, to include associated labor and copying costs. Payments can be made by electronic funds transfers to the routing number listed on the invoice or manually to the address appearing on the invoice due within thirty (30) days of invoice date. Notwithstanding any other provisions of the Agreement to the contrary, AECOM shall be entitled to additional compensation for work in the event that AECOM experiences any increases in costs due to changes in AECOM's scope of work from that included in AECOM's original proposal or for additional work requested by client or changes in the manner or method of performance of work or due to changes in schedule or circumstances not solely caused by AECOM. AECOM shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with AECOM's then current standard commercial rates.
- 9. WAIVER OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY OR THEIR PARENT COMPANIES, AFFILIATES, AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AND EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR CHARACTER, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, OR INTERRUPTION OF BUSINESS, ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. ENVIRONMENTAL CONDITIONS. Client shall provide (or cause the Site owner to provide) AECOM with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against AECOM and to indemnify, defend and hold AECOM harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client acknowledges that AECOM has neither created nor contributed to the creation or existence of any environmental hazards, contamination, or pollution at any Site prior to the date on which Services commenced. Client assumes responsibility for air, subsurface and/or ground pollution and environmental hazards, contamination, or impairment from toxic substances or hazardous materials existing at the Site, whether latent or patent, and shall defend, indemnify, and hold AECOM harmless from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of AECOM, it being the intention of the Client to assume any liability alleged to have resulted from AECOM's joint or concurrent negligence.
- 11. INDEPENDENT CONTRACTOR. AECOM's Services are performed as an independent contractor.
- 12. FORCE MAJEURE. AECOM shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, acts of terrorism, disease, floods, fires, explosion, acts of nature, acts of government, labor disturbances, acts of Client or Client's other subcontractors and/or contractors, delays in transportation or inability to obtain material or equipment. The parties agree that to the extent any force majeure event as described herein causes AECOM to incur or results in additional costs or expenses to AECOM, AECOM's compensation shall be equitably adjusted.
- 13. RISK ALLOCATION & RESTRICTION OF REMEDIES. THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY IN THIS AGREEMENT AND TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST AECOM, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES ("AECOM COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE AECOM COVERED PARTIES SHALL NOT EXCEED \$50,000. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, CAUSES OF ACTION, ACTIONS, SUITS, DAMAGES, COSTS, PENALTIES, FINES, AND EXPENSES (INCLUDING ATTORNEYS' FEES) OF ANY KIND OR CHARACTER ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.
- 14. <u>DISPUTE RESOLUTION</u>. Either party may initiate a dispute resolution by providing written notice to the other party setting forth the subject of the claim, dispute, or controversy relating to this Agreement ("Dispute") and the requested relief. The recipient of such notice shall respond within five (5) business days with a written statement of its position and a recommended solution to the Dispute. If the parties cannot resolve the Dispute through negotiation, either party may refer the Dispute to a panel ("Panel") consisting of a designated senior representative from each party ("Representative"), who shall have the authority to resolve such Dispute. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either party in the course of any Panel proceeding or other settlement negotiations shall be deemed to be a party admission or otherwise be usable or admissible in any litigation, arbitration, or dispute resolution proceeding. If the

Representatives are unable to resolve the Dispute within thirty (30) days, either party shall have the right to commence arbitration at any time thereafter upon service of demand for arbitration on the other party. Any Dispute arising out of, relating to or in connection with this Agreement, including with respect to the formation, applicability, breach, termination, validity or enforceability thereof, that is not resolved by the Panel of Representatives, as well as any dispute concerning the propriety of commencement of the arbitration, shall be finally resolved and settled by arbitration. Unless the parties agree otherwise, the arbitration shall be conducted by one arbitrator in accordance with the rules and procedures of the American Arbitration Association ("AAA") in effect at the time of the arbitration, except as such rules and procedures are modified herein or by agreement of the parties. The parties shall seek to agree upon a sole arbitrator within thirty (30) days after a demand for arbitration. If the parties do not reach agreement on the sole arbitrator, then AAA shall appoint the sole arbitrator from a panel with expertise in the subject areas relating to the Dispute. Unless otherwise agreed by the parties, the seat of the arbitration shall be Los Angeles, California. and it shall be conducted in the English language, but either party may submit testimony or documentary evidence in any other language if such Party provides a translation into English of any such evidence. The parties agree to ask the arbitrator to hold an in-person procedural hearing within sixty (60) days of the demand for arbitration, and to hold a hearing on the merits within twelve (12) months of the demand. Unless the parties agree otherwise, the hearing on the merits will be set for consecutive days (excluding weekends and holidays) and last for no more than ten (10) days. Unless otherwise agreed by the parties, at the first in-person procedural hearing, the parties will request that the arbitrator set a schedule for conducting the proceeding that includes service by the claimant of a memorial together with witness statements, documents, and expert testimony, service by the respondent of a counter memorial together with witness statements, documents, and expert testimony and service of reply and sur-reply memorials as appropriate. Unless otherwise agreed by the parties at the time of arbitration, the parties shall not conduct any depositions (other than as necessary to record testimony of witnesses who cannot be ordered to appear at the hearing), requests for admission, or interrogatories in connection with the arbitration. The parties further agree that they shall have no right to seek production of documents or any other discovery in the arbitration proceeding from the other party, except that the parties shall exchange the documents on which they intend to rely with their witness statements. The parties agree that the arbitrator shall be empowered to consider the IBA Rules on the Taking of Evidence in connection with witness and expert testimony in the arbitration. Unless otherwise agreed by the parties, direct testimony at the hearing shall be submitted in the form of written witness statements; testimony of fact witnesses at the hearing shall be limited to cross-examination and rebuttal; and experts shall be encouraged by the parties and the arbitrator to find areas of agreement. Any arbitration award shall be final and binding on the parties. The parties agree to undertake and carry out any award without delay. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant party or its assets.

15. OWNERSHIP OF WASTE. "Pre-Existing Waste" is any hazardous or non-hazardous wastes, substances, or materials existing on the Site prior to the date that the Services are initiated. Upon request, AECOM shall assist Client in the proper handling, storage, transportation and/or disposal of the Pre-Existing Waste in accordance with all applicable federal, state and local laws and regulations. Client shall provide appropriate disposal identification numbers, select the disposal site(s) and sign all required manifests, disposal contracts and other documentation necessary to allow AECOM to complete the Services in a timely manner. Client agrees to look solely to the disposal facility and/or transportation concern for any damages arising from improper transportation or disposal of the Pre-Existing Waste. In no event shall AECOM take title to, ownership of, or be liable for disposal or remediation costs associated with any Pre-Existing Waste. Any samples obtained pursuant to the Services are to remain property of the Client.

16. ENTIRE AGREEMENT. The terms of this Agreement shall be deemed accepted by Client at the earlier of (1) AECOM's initiation of Services at the verbal or written direction of Client or (2) Client's written agreement to be bound by these terms. This Agreement constitutes the entire understanding between the parties. Any waiver, modification or amendment of this contract shall be effective only if in writing and signed by an authorized representative of AECOM. AECOM hereby objects to any terms contained in any prior or subsequent purchase orders, work orders, invoices, acknowledgement forms, manifests, requests for proposals or other documents received from the Client that would otherwise have the effect of modifying or abrogating these General Conditions in whole or in part. If any portion of this contract is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or AECOM. There shall be no assignment of the rights or obligations contained in this contract by either party and any such assignment shall be null and void. Either party may terminate this Agreement by giving the other party seven (7) days' written notice. Termination of this Agreement or the Services for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein, specifically, but not by way of limitation, Sections 3, 6, 7, 9, 10, 13, 14 & 15 shall survive termination, completion and/or expiration of this Agreement. The construction, interpretation and performance of this Agreement and all transactions relating thereto shall be governed by the laws of the state in which the AECOM office that issued the proposal is located. Any notices issued hereunder shall be delivered by first class mail to the addresses listed for the parties in the Proposal.

BOARD TRANSMITTAL FORM

Date:	November 12, 2	019	
To:	School Board Members		
Prepared by:	Jason Kaff, CBC		
Agenda Subject:	Renewal of Annual Auditing Contract		
Agenda Section:	Business		
Agenda Section.	Action	□ Discussion	\square Consent
	□ Reports	□ Information only	□ Closed Session

Background/Summary: Eide Bailley LLP (Previously known as Vavrinek, Trine, Day & Co (VTD)) has been the District's auditor for the past six fiscal years. The 18-19 audit was the last year the firm was to perform the annual audit according to their contract. The District had Eide Bailley prepare another 3 year contract to continue providing the annual auditing services.

The cost to provide these services are:

2019-20	2020-21	2021-22
\$28,290	\$29,420	\$30,600

The cost to prepare the 2018-19 audit was \$27,200.

Additionally, the audit firm has been performing the bond financial and performance audits related to the District's GO Bond issuance. This contract provides that VTD will perform this audit for a fee of \$6,000 for each year an audit is required, which is the same cost as last year.

Recommendation: Approve the contract.

Fiscal Impact: Please see above.

Approved by:

Dr. Paul Sevillano, Superintendent

CONTRACT FOR AUDITING

This agreement made and entered into this 25th of October 2019, between the Governing Board of the Farmersville Unified School District, County of Tulare, State of California, hereafter referred to as "District" and Eide Bailly, LLP, Certified Public Accountants, hereafter referred to as "Auditors".

We understand the services we are to provide the District for the three-year period beginning July 1, 2019 and ending June 30, 2022.

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Farmersville Unified School District as of and for the years ended June 30, 2020, 2021, and 2022, and the related notes to the financial statements, which collectively comprise Farmersville Unified School District's basic financial statements. In addition, we will audit the entity's compliance over major federal award programs for the periods ended June 30, 2020, 2021, and 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal award programs.

Accounting principles generally accepted in the United States of America require that certain information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1. Management's Discussion and Analysis.
- 2. Budgetary Comparison Schedules.
- 3. Schedule of Other Postemployment Benefits (OPEB) Funding Progress.
- 4. Schedule of Proportionate Share of Net Pension Liability and Related Ratios.
- Schedule of Contributions.

Supplementary information other than RSI will accompany Farmersville Unified School District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1. Schedule of Expenditures of Federal Awards
- 2. Schedule of Average Daily Attendance
- 3. Schedule of Instructional Time
- 4. Reconciliation of Annual Financial and Budget Report With Audited Financial Statements
- 5. Schedule of Financial Trends and Analysis
- Combining Statements of Non-Major Governmental Funds

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and, if applicable, in accordance with any state or regulatory audit requirements. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations)

may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and/or state or regulatory audit requirements. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of Farmersville Unified School District's basic financial statements. Our report will be addressed to the governing body of Farmersville Unified School District. We cannot provide assurance that any unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with State Compliance audit areas as required to be tested by the current copy of the *Guide for Annual Audits of K-12 Local Educational Entities and State Compliance Reporting*.

Audit of Major Program Compliance

Our audit of Farmersville Unified School District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will

be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles, schedule of expenditures of federal awards, and related notes of the Organization in conformity with U.S. generally accepted accounting principles and Uniform Guidance based on information provided by you. We will also provide other nonattest services related to completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries, and assistance with the preparation of the entity-wide conversion entries. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to fraud or error;
- 3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
- 4. For maintaining records that adequately identify the source and application of funds for federally funded activities; For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
- 5. For the design, implementation, and maintenance of internal control over federal awards;
- 6. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
- 7. For identifying and ensuring that the entity complies with federal statutes, regulations, and the terms and conditions of federal award programs and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
- 8. For disclosing accurately, currently, and completely, the financial results of each federal award in accordance with the requirements of the award;
- 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
- 10. For taking prompt action when instances of noncompliance are identified;
- 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;

- 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- 13. For submitting the reporting package and data collection form to the appropriate parties;
- 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
- 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- 16. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
- 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
- 20. For the accuracy and completeness of all information provided;
- 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With respect to financial statement preparation services, schedule of expenditures of federal awards preparation services, and any other nonattest services we perform including completion of the auditee's portion of the Data Collection Form, preparation of proposed adjusting journal entries, etc. the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

With regard to the schedule of expenditures of federal awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will sign and return all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees and Timing

David D. Randel is the engagement partner for the audit services specified in this letter. Responsibilities include supervising services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. We expect to begin our audit in February of each year beginning with school site visits.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices are payable upon presentation. Our fee for the audit will be \$28,290, \$29,420, and \$30,600, respectively, for the fiscal years ending June 30, 2020, 2021, and 2022. This fee includes the Auditor presentation of the audit report to the governing Board at a regularly scheduled meeting.

The annual fee for the bond financial and performance audit shall not exceed \$6,000 for each fiscal year an audit is required. A separate engagement letter will be executed for each year that a bond financial and performance audit is performed.

The final installment will represent the ten percent withheld amount pursuant to Education Code 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with Education Code Section 14505 (b), the District shall withhold 50 percent of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use Farmersville Unified School District's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

In addition, we will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our audit procedures are completed and a report issued, you will be billed for services to the date of termination. All bills are payable upon receipt.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state or federal regulators pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to various regulators who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the administration and School Board the following significant findings from the audit, if applicable:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant
 and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

Government Auditing Standards require that we provide, upon request, a copy of our most recent external peer review report and any subsequent review reports to the party contracting for the audit. Accordingly, we will provide a copy of our most recent peer review report at your request.

Eide Bailly LLP is a member of HLB International, a worldwide organization of accounting firms and business advisors, ("HLB"). Each member firm of HLB, including Eide Bailly LLP is a separate and independent legal entity and is not owned or controlled by any other member of HLB. Each member firm of HLB is solely responsible for its own acts and omissions and no other member assumes any liability for such acts or omissions. Neither Eide Bailly LLP, nor any of its affiliates, are responsible or liable for any acts or omission of HLB or any other member firm of HLB and hereby specifically disclaim any and all responsibility, even if Eide Bailly LLP, or any of its affiliates are aware of such acts or omissions of another member of HLB.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Farmersville Unified School District.

DISPUTE RESOLUTION

The following procedures shall be used to resolve any disagreement, controversy or claim that may arise out of any aspect of our services or relationship with you, including this engagement, for any reason ("Dispute"). Specifically, we agree to first mediate.

Mediation

All Disputes between us shall first be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator. The mediator will be selected by mutual agreement, but if we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA").

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute. Mediation will be conducted with the parties in person in the Fresno Office.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Either party may commence suit on a Dispute after the mediator declares an impasse.

INDEMNITY

You agree that none of Eide Bailly LLP, its partners, affiliates, officers or employees (collectively "Eide Bailly") shall be responsible for or liable to you for any misstatements in your financial statements that we may fail to detect as a result of knowing representations made to us, or the concealment or intentional withholding of information from us, by any of your owners, directors, officers or employees, whether or not they acted in doing so in your interests or for your benefit, and to hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages and attorneys' fees from any such misstatement, provided that the services performed hereunder were performed in accordance with professional standards, in all material respects.

If a claim is brought against you by a third-party that arises out of or is in any way related to the services provided under this engagement, you agree to indemnify Eide Bailly LLP, its partners, affiliates, officers and employees, against any losses, including settlement payments, judgments, damage awards, punitive or exemplary damages,

and the costs of litigation (including attorneys' fees) associated with the services performed hereunder provided that the services were performed in accordance with professional standards, in all material respects.

ASSIGNMENTS PROHIBITED

You agree that you will not and may not assign, sell, barter or transfer any legal rights, causes of actions, claims or Disputes you may have against Eide Bailly LLP, its partners, affiliates, officers and employees, to any other person or party, or to any trustee, receiver or other third party.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statement's compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your certified public accountants and look forward to working with you and your staff.

Respectfully,
Varil Randy
David D. Randel
Partner

RESPONSE:
This letter correctly sets forth our understanding.
Acknowledged and agreed on behalf of Farmersville Unified School District by:
Name:
Title:
Date:

ANNUAL REPORT - FORM AND CONTENT, DELIVERY

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, including the required compliance audit provisions of the Uniform Guidance, *Audits of State of Local Governments*, issued by the U.S. Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the current *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by Educational Audit Appeals Panel, unless delayed by circumstances beyond the control of the Auditors. Fifteen (15) bound copies of the audit report may be rendered to the District, in addition to the copies required to be filed with the applicable governmental units. Copies in excess of the contract amount may be billed for an additional fee.

BOARD TRANSMITTAL FORM

Date:	October 8, 2019			
To:	School Board M	embers		
Prepared by: Agenda Subject:	Jason Kaff Budget Revision	Report #3 (2019-2	020)	
Agenda Section:	Business Services			
	☑ Action ☐ Reports	☐ Discussion☐ Information only	7	☐ Consent☐ Closed Session☐
Background/Summary:				
This budget revision indic to increased indirect costs contributions. All other pr have no effect on the fund	and a slight LCFF in rogram revisions on t	crease, and a reduct	ion to u	mestricted
Recommendation:	Approve budget revis	sion		
Fiscal Impact:	General Fund:		\$	22,490.00
Approved by: Jason Kaf	on The figure of the control of the	÷		
Approved by: Paul S	Sevillano, Superinten	dent		

16 Farmersville Fiscal Year:	Unified 2020	School	District
Bdg Revision Final	I		

Budget Revision Report

BGR030 mflores

11/4/2019 12:35:31PM

Rda	Revision	Final
bug	Keaision	rmai

Control Number: 110445330

		Account Classification		Approved / Revised	Change Amount	Proposed Budget
Fund:	0100 Resource:	General Fund 00000 Unrestricted Resources				
Reve	nues					
	LCFF Source	s 010-00000-0-00000-00000-80110-000-00		\$23,472,680.00	\$2,938.00	\$23,475,618.00
			Total:	\$23,472,680.00	\$2,938.00	\$23,475,618.00
Total	Revenues			\$23,472,680.00	\$2,938.00	\$23,475,618.00
Expe	nditures					
	Certificated	Salaries 010-00000-0-00000-27000-13000-001-06 010-00000-0-11100-10000-11000-005-05		\$65,000.00 \$0.00	(\$719.00) \$575.00	\$64,281.00 \$575.00
		010-00000 0 11100 10000 11000 000 00	Total:	\$65,000.00	(\$144.00)	\$64,856.00
	Employee B	010-00000-0-11100-10000-31010-005-05 010-00000-0-11100-10000-33013-005-05 010-00000-0-11100-10000-35010-005-05 010-00000-0-11100-10000-36010-005-05 010-00000-0-11100-10000-37010-005-05		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$104.00 \$8.00 \$1.00 \$23.00 \$8.00	\$104.00 \$8.00 \$1.00 \$23.00 \$8.00
		010 00000 0 11100 20000 0 11100	Total:	\$0.00	\$144.00	\$144.00
	Books and S	010-00000-0-00000-27000-43000-001-90 010-00000-0-00000-72001-43000-001-06 010-00000-0-00000-82000-43000-011-00 010-00000-0-38000-10000-43000-005-07	Total:	\$500.00 \$3,456.00 \$0.00 \$181,759.00 \$185,715.00	\$23,500.00 \$3,000.00 \$25,000.00 (\$4,000.00) \$47,500.00	\$24,000.00 \$6,456.00 \$25,000.00 \$177,759.00 \$233,215.00
	Services, O	ther Operating Expenses 010-00000-0-00000-27000-58000-001-06 010-00000-0-00000-27000-58000-001-90 010-00000-0-00000-71000-58000-001-01		\$25,000.00 \$27,000.00 \$35,000.00	(\$3,000.00) (\$21,500.00) \$2,000.00	\$22,000.00 \$5,500.00 \$37,000.00

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16 Farmersville Unified School District Fiscal Year: 2020	Budget Revision Ro	eport	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 1104	45330
Account Classification 010-00000-0-00000-71500-58000-001-01 010-00000-0-00000-81101-58000-001-90 010-00000-0-00000-82000-55003-005-90 010-00000-0-00000-82000-55003-011-00 010-00000-0-00000-82000-58000-011-00 010-00000-0-38000-10000-58000-005-90	1 0 3 3 0 0	\$40,185.00 \$210,000.00 \$5,311.00 \$150,000.00 \$0.00 \$0.00 \$19,924.00 \$512,420.00	(\$2,000.00) (\$2,000.00) (\$2,000.00) \$25,000.00 (\$150,000.00) \$75,000.00 \$25,000.00 \$4,000.00 (\$47,500.00)	\$38,185.00 \$208,000.00 \$30,311.00 \$0.00 \$75,000.00 \$25,000.00 \$23,924.00 \$464,920.00
Direct Support/Indirect Costs 010-00000-0-00000-72100-73100-001-0	6 Total:	(\$205,990.00) (\$205,990.00) \$557,145.00	(\$11,346.00) (\$11,346.00) (\$11,346.00)	(\$217,336.00) (\$217,336.00) \$545,799.00
Total Expenditures Other Financing Sources/Uses Contributions 010-00000-0-00000-00000-89800-000-0	00 Total:	(\$9,959,926.00) (\$9,959,926.00)	\$8,206.00 \$8,206.00	(\$9,951,720.00) (\$9,951,720.00)
Budgeted Unappropriated Resource Balance before	this adjustment:		\$4,973,978.69	
Total Adjustment to Unappropriated Resource Balance after t			\$22,490.00 \$4,996,468.69	
Fund: 0100 General Fund Resource: 07200 LCAP Unduplicated Count E Expenditures	xpenditures			
Certificated Salaries 010-07200-0-11100-10000-11002-004-	51 Total:	\$0.00 \$0.00	\$675.00 \$675.00	\$675.00 \$675.00
Employee Benefits 010-07200-0-11100-10000-31010-004-	51 Page 2 of 17	\$0.00	\$122.00	\$122.00

16 Farmersville Unified School District Fiscal Year: 2020	Budget Revision R	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 1104	45330
Account Classification	A	Approved / Revised	Change Amount	Proposed Budget \$10.00
010-07200-0-11100-10000-33013-004-51 010-07200-0-11100-10000-35010-004-51 010-07200-0-11100-10000-36010-004-51 010-07200-0-11100-10000-37010-004-51	l L	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$10.00 \$1.00 \$27.00 \$10.00 \$170.00	\$1.00 \$1.00 \$27.00 \$10.00 \$170.00
Books and Supplies 010-07200-0-00000-77000-43000-001-57000-00000-77000-44000-001-57001-07200-0-11100-10000-43000-004-57000-0010-07200-0-11100-10000-44000-004-57000-07200-0-11100-10000-44000-004-57000-0010-07200-0-11100-10000-44000-004-57000-0010-07200-0-11100-10000-44000-004-57000-0010-07200-0-11100-10000-44000-004-57000-0010-07200-0-11100-10000-44000-004-57000-0010-07200-0-11100-10000-44000-004-57000-0010-0010-0010-0010-0010-0010-001	7 1 5	\$380,643.00 \$40,842.00 \$3,937.00 \$44,491.00 \$1,195.00 \$471,108.00	(\$45,172.00) \$45,172.00 (\$845.00) (\$2,915.00) \$2,915.00 (\$845.00)	\$335,471.00 \$86,014.00 \$3,092.00 \$41,576.00 \$4,110.00 \$470,263.00
Services, Other Operating Expenses 010-07200-0-11100-10000-51000-001-9 010-07200-0-11100-10000-58000-001-9	2	\$0.00 \$83,246.00	\$58,246.00 (\$58,246.00)	\$58,246.00 \$25,000.00
010-07200 0 11100 10000 50000 501	Total:	\$83,246.00	\$0.00	\$83,246.00
Total Expenditures		\$554,354.00	\$0.00	\$554,354.00
Budgeted Unappropriated Resource Balance before	this adjustment:		\$10,132.74	
Total Adjustment to Unappropriated Resource Bala	nce:		\$0.00	
Budgeted Unappropriated Resource Balance after t			\$10,132.74	
Fund: 0100 General Fund Resource: 11000 State Lottery				
Expenditures Books and Supplies 010-11000-0-11100-10000-43000-008-010-11000-0-11306-42000-43000-004-0	28 04 Total:	\$19,186.00 \$4,700.00 \$23,886.00	(\$2,000.00) (\$1,122.00) (\$3,122.00)	\$17,186.00 \$3,578.00 \$20,764.00

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16 Farmersville Unified School District Fiscal Year: 2020			BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 110	145330
Account Classification		Approved / Revised	Change Amount	Proposed Budget
Services, Other Operating Expenses 010-11000-0-11100-10000-52000-008-2 010-11000-0-11306-42000-58000-004-0		\$1,500.00 \$300.00	\$2,000.00 \$1,122.00	\$3,500.00 \$1,422.00
010 11000 0 11000 11000	Total:	\$1,800.00	\$3,122.00	\$4,922.00
Total Expenditures		\$25,686.00	\$0.00	\$25,686.00
Budgeted Unappropriated Resource Balance before	e this adjustment:		\$745,579.86	
Total Adjustment to Unappropriated Resource Bala	ance:		\$0.00	
Budgeted Unappropriated Resource Balance after			\$745,579.86	
Fund: 0100 General Fund Resource: 14000 Education Protection Accou	int			
Expenditures				
Certificated Salaries 010-14000-0-11100-10000-11000-001- 010-14000-0-11100-10000-11000-005- 010-14000-0-11100-10000-11002-005-	-05	\$50,657.00 \$2,054,921.00 \$39,728.00	\$22,457.00 \$14,881.00 \$193.00	\$73,114.00 \$2,069,802.00 \$39,921.00
VIO 2 1000	Total:	\$2,145,306.00	\$37,531.00	\$2,182,837.00
Employee Benefits 010-14000-0-11100-10000-31010-005-010-14000-0-11100-10000-33013-005-010-14000-0-11100-10000-34010-005-010-14000-0-11100-10000-35010-005-010-14000-0-11100-10000-37010-005-010-14000-0-11100-10000-37010-005	-05 -05 -05 -05	\$424,989.00 \$30,372.00 \$432,624.00 \$1,047.00 \$83,275.00 \$28,068.00 \$1,000,375.00	(\$51,821.00) \$219.00 \$57.00 \$8.00 \$599.00 \$202.00 (\$50,736.00)	\$373,168.00 \$30,591.00 \$432,681.00 \$1,055.00 \$83,874.00 \$28,270.00
Services, Other Operating Expenses		110 F11 CC	#12 205 00	\$26,716.00
010-14000-0-11100-10000-58000-001	-06 Total:	\$13,511.00 \$13,511.00	\$13,205.00 \$13,205.00	\$26,716.00

16 Fa Fiscal	armersville Unified School District Year: 2020	Budget Revision	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Re	vision Final			Control Number: 1104	145330
	Account Classification		Approved / Revised	Change Amount	Proposed Budget
Total	Expenditures		\$3,159,192.00	\$0.00	\$3,159,192.00
	Budgeted Unappropriated Resource Balance before	e this adjustment:		\$0.45	
	Total Adjustment to Unappropriated Resource Bala	ance:		\$0.00	
	Budgeted Unappropriated Resource Balance after	this adjustment:		\$0.45	
Fund:	0100 General Fund Resource: 30100 IASA-Title I Basic Grants Lo	ow Income			
Exper	nditures Certificated Salaries				¢1,000,00
	010-30100-0-11100-10000-11002-006	-07	\$0.00	\$1,000.00	\$1,000.00
		Total:	\$0.00	\$1,000.00	\$1,000.00
	Classified Salaries	07	\$0.00	\$4,000.00	\$4,000.00
	010-30100-0-00000-24950-29000-001	-U/ Total:	\$0.00	\$4,000.00	\$4,000.00
	Francisco Bonofita	70001	4		
	Employee Benefits 010-30100-0-00000-24950-32020-001	-07	\$0.00	\$700.00	\$700.00
	010-30100-0-00000 24950-33022-001	1-07	\$0.00	\$248.00	\$248.00
	010-30100-0-00000-24950-33023-001	L-07	\$0.00	\$58.00	\$58.00 \$2.00
	010-30100-0-00000-24950-35020-001	L-07	\$0.00	\$2.00 \$159.00	\$2.00 \$159.00
	010-30100-0-00000-24950-36020-001	L-07	\$0.00	\$159.00 \$54.00	\$54.00
	010-30100-0-00000-24950-37020-001	1-07	\$0.00		554 5550 9440 5500
		Total:	\$0.00	\$1,221.00	\$1,221.00
	Books and Supplies		\$0.00	\$300.00	\$300.00
	010-30100-0-00000-24950-43000-003	1-07	\$0.00 \$25,776.00	(\$1,000.00)	\$24,776.00
	010-30100-0-11100-10000-43000-006	b-U/	\$8,785.00	(\$1,139.00)	\$7,646.00
	010-30100-0-11100-10000-43000-008	8-07	\$0.00	\$1,139.00	\$1,139.00
	010-30100-0-11100-10000-44000-008	Total:	\$34,561.00	(\$700.00)	\$33,861.00

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	Farmersville Unified School District Budget Revision Report al Year: 2020		BGR030 mflores	11/4/2019 12:35:31PM	
Bdg Re	vision Final			Control Number: 110	445330
	Account Classification		Approved / Revised	Change Amount	Proposed Budget
	Services, Other Operating Expenses 010-30100-0-00000-24950-58000-001-0 010-30100-0-00000-36000-52000-001-0	7 7 Total:	\$14,966.00 \$74,829.00 \$89,795.00	(\$5,221.00) (\$300.00) (\$5,521.00)	\$9,745.00 \$74,529.00 \$84,274.00
Total	Expenditures		\$124,356.00	\$0.00	\$124,356.00
	Budgeted Unappropriated Resource Balance before	this adjustment:		\$0.00	
	Total Adjustment to Unappropriated Resource Balance:				
Budgeted Unappropriated Resource Balance after this adjustment:				\$0.00	
Fund:	0100 General Fund Resource: 31820 ESSA: School Improvement	Funding for LEAs			
Expen	nditures				
•	Certificated Salaries				+4 000 00
	010-31820-0-11100-10000-11002-004-0	07	\$0.00	\$1,000.00	\$1,000.00
		Total:	\$0.00	\$1,000.00	\$1,000.00
	Employee Benefits 010-31820-0-11100-10000-31010-004- 010-31820-0-11100-10000-35010-004- 010-31820-0-11100-10000-35010-004- 010-31820-0-11100-10000-37010-004- 010-31820-0-11100-10000-37010-004-	07 07 07 07	\$3,168.00 \$265.00 \$11.00 \$715.00 \$245.00 \$4,404.00	\$18.00 \$1.00 \$1.00 \$5.00 \$5.00	\$3,186.00 \$266.00 \$12.00 \$720.00 \$250.00 \$4,434.00
	Backs and Cumplies	Total:	\$4,404.00	\$30.00	ψ 1 , 13 1100
	Books and Supplies 010-31820-0-11100-10000-43000-004-	07	\$130,972.00	(\$1,030.00)	\$129,942.00
	010 01010 0 11100 11100 10100 1	Total:	\$130,972.00	(\$1,030.00)	\$129,942.00
Total	Expenditures		\$135,376.00	\$0.00	\$135,376.00

16 Farmersville Unified School District Fiscal Year: 2020	Budget Revision	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 1104	445330
Account Classification		Approved / Revised	Change Amount	Proposed Budget
Budgeted Unappropriated Resource Balance before	this adjustment:		\$0.00	
Total Adjustment to Unappropriated Resource Balan	nce:		\$0.00	
Budgeted Unappropriated Resource Balance after t	his adjustment:		\$0.00	
Fund: 0100 General Fund Resource: 33100 Spec. Ed.: IDEA Basic Grant	Entitlement PL 101-476			
Expenditures				
Certificated Salaries				
010-33100-0-57700-11200-11000-008-0 010-33100-0-57700-11200-11002-008-0		\$81,896.00 \$1,350.00	\$60,426.00 \$1,350.00	\$142,322.00 \$2,700.00
	Total:	\$83,246.00	\$61,776.00	\$145,022.00
Employee Benefits				
010-33100-0-57700-11200-31010-008-0 010-33100-0-57700-11200-33013-008-0 010-33100-0-57700-11200-34010-008-0 010-33100-0-57700-11200-35010-008-0 010-33100-0-57700-11200-36010-008-0 010-33100-0-57700-11200-37010-008-0	09 09 09	\$17,315.00 \$1,207.00 \$14,843.00 \$42.00 \$3,310.00 \$1,115.00	\$8,733.00 \$876.00 \$14,843.00 \$30.00 \$2,402.00 \$810.00	\$26,048.00 \$2,083.00 \$29,686.00 \$72.00 \$5,712.00 \$1,925.00
	Total:	\$37,832.00	\$27,694.00	\$65,526.00
Books and Supplies				

 $010\hbox{-}33100\hbox{-}0\hbox{-}57700\hbox{-}11200\hbox{-}43000\hbox{-}001\hbox{-}09$

010-33100-0-57700-11200-58000-001-09

Services, Other Operating Expenses

Total Expenditures

Other Financing Sources/Uses Contributions

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Total:

Total:

\$23,458.00

\$23,458.00

\$2,600.00

\$2,600.00

\$147,136.00

(\$3,000.00)

(\$3,000.00)

\$3,000.00

\$3,000.00

\$89,470.00

\$20,458.00

\$20,458.00

\$5,600.00

\$5,600.00

\$236,606.00

16 Farm Fiscal Yea	nersville Unified School District Budget I ar: 2020	Revision	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revis	sion Final			Control Number: 1104	145330
	Account Classification 010-33100-0-57300-00000-89800-000-00		Approved / Revised \$189,792.00	Change Amount \$89,470.00	Proposed Budget \$279,262.00
		Total:	\$189,792.00	\$89,470.00	\$279,262.00
	Budgeted Unappropriated Resource Balance before this adjustme	nt:		\$0.00	
	Total Adjustment to Unappropriated Resource Balance:			\$0.00	
	Budgeted Unappropriated Resource Balance after this adjustment	:		\$0.00	
Fund: Re	0100 General Fund esource: 35500 Carl D. Perkins Career and Technical Educ	cation:-Voc	&		
Revenue	es				
Fe	deral Revenues		\$33,514.00	\$2,130.00	\$35,644.00
	010-35500-0-00000-00000-82900-000-00	Total:	\$33,514.00	\$2,130.00	\$35,644.00
Total Re	evenues		\$33,514.00	\$2,130.00	\$35,644.00
Expendit	tures				
	010-35500-0-38000-10000-11000-005-05 010-35500-0-38000-41000-11000-005-05 010-35500-0-38002-41000-11000-005-05 010-35500-0-61148-10000-11000-004-04 010-35500-0-61148-10000-11000-005-05 010-35500-0-61155-10000-11000-005-05	Total:	\$1,513.00 \$1,513.00 \$3,026.00 \$0.00 \$0.00 \$0.00 \$6,052.00	(\$1,513.00) (\$1,513.00) (\$3,026.00) \$800.00 \$2,492.00 \$1,513.00 (\$1,247.00)	\$0.00 \$0.00 \$0.00 \$800.00 \$2,492.00 \$1,513.00 \$4,805.00
Er	mployee Benefits				
	010-35500-0-38000-10000-31010-005-05 010-35500-0-38000-10000-33013-005-05 010-35500-0-38000-10000-35010-005-05 010-35500-0-38000-10000-36010-005-05 010-35500-0-38000-10000-37010-005-05 010-35500-0-38000-41000-31010-005-05		\$246.00 \$22.00 \$1.00 \$60.00 \$9.00 \$315.00	(\$246.00) (\$22.00) (\$1.00) (\$60.00) (\$9.00) (\$315.00)	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00

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Budget Revision Report

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16 Farmersville Unified School District Fiscal Year: 2020

Bdg Revision Final

Control Number: 110445330

Account Classification	,	Approved / Revised	Change Amount	Proposed Budget
010-35500-0-38000-41000-33013-005-05		\$22.00	(\$22.00)	\$0.00
010-35500-0-38000-41000-35010-005-05		\$1.00	(\$1.00)	\$0.00
010-35500-0-38000-41000-36010-005-05		\$60.00	(\$60.00)	\$0.00
010-35500-0-38000-41000-37010-005-05		\$20.00	(\$20.00)	\$0.00
010-35500-0-38002-41000-31010-005-05		\$629.00	(\$629.00)	\$0.00
010-35500-0-38002-41000-33013-005-05		\$44.00	(\$44.00)	\$0.00
010-35500-0-38002-41000-35010-005-05		\$2.00	(\$2.00)	\$0.00
010-35500-0-38002-41000-36010-005-05		\$120.00	(\$120.00)	\$0.00
010-35500-0-38002-41000-37010-005-05		\$41.00	(\$41.00)	\$0.00
010-35500-0-61148-10000-31010-004-04		\$0.00	\$145.00	\$145.00
010-35500-0-61148-10000-31010-005-05		\$0.00	\$451.00	\$451.00
010-35500-0-61148-10000-33013-004-04		\$0.00	\$12.00	\$12.00
010-35500-0-61148-10000-33013-005-05		\$0.00	\$36.00	\$36.00
010-35500-0-61148-10000-35010-004-04		\$0.00	\$1.00	\$1.00
010-35500-0-61148-10000-35010-005-05		\$0.00	\$1.00	\$1.00
010-35500-0-61148-10000-36010-004-04		\$0.00	\$32.00	\$32.00
010-35500-0-61148-10000-36010-005-05		\$0.00	\$99.00	\$99.00
010-35500-0-61148-10000-37010-004-04		\$0.00	\$10.00	\$10.00
010-35500-0-61148-10000-37010-005-05		\$0.00	\$112.00	\$112.00
010-35500-0-61155-10000-31010-005-05		\$0.00	\$274.00	\$274.00
010-35500-0-61155-10000-33013-005-05		\$0.00	\$22.00	\$22.00
010-35500-0-61155-10000-35010-005-05		\$0.00	\$1.00	\$1.00
010-35500-0-61155-10000-36010-005-05		\$0.00	\$60.00	\$60.00
010-35500-0-61155-10000-37010-005-05		\$0.00	\$122.00	\$122.00
	Total:	\$1,592.00	(\$214.00)	\$1,378.00
Books and Supplies			(+= === ===	±0.00
010-35500-0-11360-10000-43000-005-05		\$5,593.00	(\$5,593.00)	\$0.00
010-35500-0-11360-10000-44000-005-05		\$2,118.00	(\$2,118.00)	\$0.00
010-35500-0-11384-10000-43000-005-05		\$2,534.00	(\$2,534.00)	\$0.00
010-35500-0-38000-10000-43000-005-05		\$4,530.00	(\$4,530.00)	\$0.00
010-35500-0-38002-10000-43000-005-05		\$1,067.00	(\$1,067.00)	\$0.00
010-35500-0-38003-10000-43000-005-05		\$2,000.00	(\$2,000.00)	\$0.00
010-35500-0-38004-10000-43000-005-05		\$2,000.00	(\$2,000.00)	\$0.00
010-35500-0-61117-10000-43000-005-05		\$0.00	\$1,040.00	\$1,040.00

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16 Farmersville	Unified	School	District
Fiscal Year:	2020		
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Budget Revision Report

BGR030 mflores

11/4/2019 12:35:31PM

Bdg

Control Number: 110445330

	Account Classification		Approved / Revised	Change Amount	Proposed Budget
	010-35500-0-61120-10000-43000-005-05 010-35500-0-61148-10000-43000-004-04 010-35500-0-61154-10000-43000-005-05 010-35500-0-61155-10000-43000-005-05 010-35500-0-61155-10000-44000-005-05 010-35500-0-61172-10000-43000-005-05 010-35500-0-61174-10000-43000-005-05		\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$1,788.00 \$1,788.00 \$1,788.00 \$2,788.00 \$2,697.00 \$3,000.00 \$6,911.00	\$1,788.00 \$1,788.00 \$1,788.00 \$2,788.00 \$2,697.00 \$3,000.00 \$6,911.00
	To	otal:	\$19,842.00	\$1,958.00	\$21,800.00
	Services, Other Operating Expenses 010-35500-0-11384-10000-52000-005-05 010-35500-0-38000-10000-52000-005-05 010-35500-0-38002-10000-52000-005-05 010-35500-0-61117-10000-52000-005-05 010-35500-0-61148-10000-52000-004-04 010-35500-0-61148-10000-52000-005-05 010-35500-0-61172-10000-52000-005-05	otal:	\$3,000.00 \$700.00 \$733.00 \$0.00 \$0.00 \$0.00 \$0.00 \$4,433.00	(\$3,000.00) (\$700.00) (\$733.00) \$1,588.00 \$1,000.00 \$1,588.00 \$1,788.00 \$1,531.00	\$0.00 \$0.00 \$0.00 \$1,588.00 \$1,000.00 \$1,588.00 \$1,788.00 \$5,964.00
	Direct Support/Indirect Costs		44 505 00	¢102.00	\$1,697.00
	010-35500-0-00000-72100-73100-005-05	otal:	\$1,595.00 \$1,595.00	\$102.00 \$102.00	\$1,697.00
Total	Expenditures		\$33,514.00	\$2,130.00	\$35,644.00
	Budgeted Unappropriated Resource Balance before this adjustment:			\$0.00	
	Total Adjustment to Unappropriated Resource Balance:			\$0.00	
	Budgeted Unappropriated Resource Balance after this adjustment:			\$0.00	

Fund:

0100 General Fund Resource: 40350 IASA: Title II Teacher Quality

Expenditures

Certificated Salaries

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Budaet	Revision	Report
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BGR030 mflores

11/4/2019 12:35:31PM

Bdg Revision Final

16 Farmersville Unified School District Fiscal Year: 2020

Control Number: 110445330

	Account Classification		Approved / Revised	Change Amount	Proposed Budget
	010-40350-0-11100-10000-11000-004-07		\$0.00	\$800.00	\$800.00
	010-40350-0-11100-10000-11000-005-07		\$0.00	\$200.00	\$200.00 \$5,000.00
	010-40350-0-11100-10000-11002-003-07		\$0.00	\$5,000.00	\$5,000.00 \$2,200.00
	010-40350-0-11100-10000-11002-004-07		\$3,000.00	(\$800.00) \$5,000.00	\$6,000.00
	010-40350-0-11100-10000-11002-005-07		\$1,000.00		
		Total:	\$4,000.00	\$10,200.00	\$14,200.00
	Employee Benefits		+0.00	\$907.00	\$907.00
	010-40350-0-11100-10000-31010-003-07		\$0.00 \$181.00	\$419.00	\$600.00
	010-40350-0-11100-10000-31010-005-07		\$0.00	\$88.00	\$88.00
	010-40350-0-11100-10000-33012-003-07		\$0.00	\$200.00	\$200.00
	010-40350-0-11100-10000-33012-005-07		\$0.00	\$75.00	\$75.00
	010-40350-0-11100-10000-33013-003-07 010-40350-0-11100-10000-33013-005-07		\$15.00	\$85.00	\$100.00
	010-40350-0-11100-10000-35013-003-07		\$0.00	\$3.00	\$3.00
	010-40350-0-11100-10000-35010-005-07		\$1.00	\$99.00	\$100.00
	010-40350-0-11100-10000-36010-003-07		\$0.00	\$199.00	\$199.00 \$300.00
	010-40350-0-11100-10000-36010-005-07		\$40.00	\$260.00 \$67.00	\$67.00
	010-40350-0-11100-10000-37010-003-07		\$0.00 \$14.00	\$86.00	\$100.00
	010-40350-0-11100-10000-37010-005-07			0.0 People (1.00 p.)	•
		Total:	\$251.00	\$2,488.00	\$2,739.00
	Services, Other Operating Expenses		411 670 00	(\$6,339.00)	\$5,331.00
	010-40350-0-11100-10000-52000-003-07		\$11,670.00 \$21,034.00	(\$6,349.00)	\$14,685.00
	010-40350-0-11100-10000-52000-005-07			(\$12,688.00)	\$20,016.00
		Total:	\$32,704.00		
Total	Expenditures		\$36,955.00	\$0.00	\$36,955.00
	Budgeted Unappropriated Resource Balance before this adjustmen	nt:		\$0.00	
	Total Adjustment to Unappropriated Resource Balance:			\$0.00	
		•		\$0.00	
	Budgeted Unappropriated Resource Balance after this adjustment	•			

16 Farmersville Unified School District Fiscal Year: 2020	Budget Revision R	eport	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 1104	145330
Account Classification	A	pproved / Revised	Change Amount	Proposed Budget
Fund: 0100 General Fund Resource: 42030 NCLB: Title III Limited Engli	sh Proficient (LEP) Studer			
Expenditures				
Certificated Salaries 010-42030-0-11100-10000-11002-001-0	07	\$0.00	\$3,500.00	\$3,500.00
	Total:	\$0.00	\$3,500.00	\$3,500.00
Employee Benefits 010-42030-0-11100-10000-31010-001-010-42030-0-11100-10000-33013-001-010-42030-0-11100-10000-35010-001-010-42030-0-11100-10000-36010-001-010-42030-0-11100-10000-37010-001-010-42030-0-11100-10000-37010-001-010-010-010-010-010-010-010-010	07 07 07 07 Total:	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$96,000.00	\$635.00 \$51.00 \$2.00 \$139.00 \$47.00 \$874.00 (\$4,374.00) (\$4,374.00)	\$635.00 \$51.00 \$2.00 \$139.00 \$47.00 \$874.00 \$91,626.00 \$96,000.00
Total Expenditures		\$96,000.00	\$0.00	\$90,000.00
Budgeted Unappropriated Resource Balance before	e this adjustment:		\$0.00	
Total Adjustment to Unappropriated Resource Bala	ance:		\$0.00	
Budgeted Unappropriated Resource Balance after	this adjustment:		\$0.00	
Fund: 0100 General Fund Resource: 60100 After School and Safety (AS	SES) - (Proposition 49)		4	

Total:

\$462,013.00

\$462,013.00

\$503,299.00

\$503,299.00

\$41,286.00

\$41,286.00

Revenues

Other State Revenues

010-60100-0-00000-00000-85900-000-00

	armersville Unified School District Year: 2020	Budget Revision	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg R	evision Final			Control Number: 110	445330
	Account Classification		Approved / Revised	Change Amount	Proposed Budget
Total	Revenues		\$462,013.00	\$41,286.00	\$503,299.00
Expe	nditures				
	Books and Supplies				taa aca aa
	010-60100-0-11100-10000-43000-001-07 010-60100-0-11100-10000-43000-001-90		\$73,529.00 \$0.00	\$7,440.00 \$29,484.00	\$80,969.00 \$29,484.00
		Total:	\$73,529.00	\$36,924.00	\$110,453.00
	Direct Support/Indirect Costs				t= 405.00
	010-60100-0-00000-72100-73100-001-07	7	\$3,043.00	\$4,362.00	\$7,405.00
		Total:	\$3,043.00	\$4,362.00	\$7,405.00
Total	Expenditures		\$76,572.00	\$41,286.00	\$117,858.00
	Budgeted Unappropriated Resource Balance before	this adjustment:		\$0.00	
	Total Adjustment to Unappropriated Resource Balan	ice:		\$0.00	
	Budgeted Unappropriated Resource Balance after th	is adjustment:		\$0.00	
Fund	0100 General Fund Resource: 63870 Career Technical Education (CTE) Grant Program			
Reve	nues				
	Other Local Revenues			+02.074.00	\$92,871.00
	010-63870-0-00000-00000-86990-005-0	5	\$0.00	\$92,871.00	
		Total:	\$0.00	\$92,871.00	\$92,871.00
Total	Revenues		\$0.00	\$92,871.00	\$92,871.00
Expe	enditures				
•	Books and Supplies				+4.074.00
	010-63870-0-61109-10000-43000-005-0	5	\$0.00	\$4,071.00	\$4,071.00 \$4,070.00
	010-63870-0-61120-10000-43000-005-0	5	\$0.00	\$4,070.00 \$4,070.00	\$4,070.00 \$4,070.00
	010-63870-0-61125-10000-43000-005-0 010-63870-0-61138-10000-43000-005-0	5 5	\$0.00 \$0.00	\$4,070.00	\$4,070.00

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16	Farmersville	Unified	School	District
Fisc	al Year:	2020		

Budget Revision Report

BGR030 mflores 11/4/2019 12:35:31PM

Bdg Revision Final

Control Number:	110445330
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Account Classification	Approved / Revised	Change Amount	Proposed Budget
010-63870-0-61148-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61154-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61155-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61161-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61172-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61173-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
010-63870-0-61174-10000-43000-005-05	\$0.00	\$4,070.00	\$4,070.00
Total:	\$0.00	\$44,771.00	\$44,771.00
Services, Other Operating Expenses			
010-63870-0-61109-10000-52000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61109-10000-53000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61120-10000-52000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61120-10000-53000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61125-10000-52000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61125-10000-53000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61138-10000-52000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61138-10000-53000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61148-10000-52000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61148-10000-53000-005-05	\$0.00	\$965.00	\$965.00
010-63870-0-61154-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61154-10000-53000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61155-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61155-10000-53000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61161-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61161-10000-53000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61172-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61172-10000-53000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61173-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61173-10000-53000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61174-10000-52000-005-05	\$0.00	\$964.00	\$964.00
010-63870-0-61174-10000-53000-005-05	\$0.00	\$964.00	\$964.00
Total:	\$0.00	\$21,218.00	\$21,218.00

Capital Outlay

Page 14 of 17

16 Farmersville Unified School District Budg Fiscal Year: 2020	et Revision	Report	BGR030 mflores	11/4/2019 12:35:31PM
Bdg Revision Final			Control Number: 110	445330
Account Classification		Approved / Revised	Change Amount	Proposed Budget
010-63870-0-61109-10000-64000-005-05		\$0.00	\$20,000.00	\$20,000.00
	Total:	\$0.00	\$20,000.00	\$20,000.00
Direct Support/Indirect Costs				+c 002 00
010-63870-0-00000-72100-73100-005-05		\$0.00	\$6,882.00	\$6,882.00
	Total:	\$0.00	\$6,882.00	\$6,882.00
Total Expenditures		\$0.00	\$92,871.00	\$92,871.00
Budgeted Unappropriated Resource Balance before this adju	stment:		\$0.00	
Total Adjustment to Unappropriated Resource Balance:			\$0.00	
Budgeted Unappropriated Resource Balance after this adjust	tment:		\$0.00	
Fund: 0100 General Fund Resource: 65000 Special Education				
Expenditures				
Certificated Salaries		\$136,141.00	(\$61,979.00)	\$74,162.00
010-65000-0-57700-11200-11000-002-09 010-65000-0-57700-11200-11002-002-09		\$2,700.00	(\$1,350.00)	\$1,350.00
	Total:	\$138,841.00	(\$63,329.00)	\$75,512.00
Employee Benefits 010-65000-0-57700-11200-31010-002-09 010-65000-0-57700-11200-33013-002-09 010-65000-0-57700-11200-34010-002-09 010-65000-0-57700-11200-35010-002-09 010-65000-0-57700-11200-36010-002-09 010-65000-0-57700-11200-37010-002-09	Total:	\$28,879.00 \$2,013.00 \$29,686.00 \$69.00 \$5,520.00 \$1,860.00 \$68,027.00	(\$15,189.00) (\$918.00) (\$14,843.00) (\$31.00) (\$2,518.00) (\$848.00)	\$13,690.00 \$1,095.00 \$14,843.00 \$38.00 \$3,002.00 \$1,012.00 \$33,680.00
Total Expenditures		\$206,868.00	(\$97,676.00)	\$109,192.00
Other Financing Sources/Uses				

16 Farmersville Unified School District Fiscal Year: 2020

Budget Revision Report

BGR030 mflores 11/4/2019 12:35:31PM

Bdg Revision Final

Control Number: 110445330

	Account Classification	Approved / Revised	Change Amount	Proposed Budget
Contribut	ions 010-65000-0-50010-00000-89800-000-00 Total:	\$756,253.00 \$756,253.00	(\$97,676.00) (\$97,676.00)	\$658,577.00 \$658,577.00
Budg	peted Unappropriated Resource Balance before this adjustment:		\$0.00	
Tota	Adjustment to Unappropriated Resource Balance:		\$0.00	
Budg	geted Unappropriated Resource Balance after this adjustment:		\$0.00	
Budgeted Unappropriated Fund Balance before this adjustment:			\$8,353,210.49	
Total Adjustment to Unappropriated Fund Balance:			\$22,490.00	
Budgeted Unappropriated Fund Balance after this adjustment:			\$8,375,700.49	

16 Farmersville Unified School District Fiscal Year: 2020

Budget Revision Report

BGR030 mflores 11/4/2019 12:35:31PM

Bdg Revision Final

Control Number: 110445330

Account Classification

Approved / Revised

Change Amount

Proposed Budget

At a meeting of the school board on, the board approved the above budget account lines change to those amounts indicated in the proposed budget column.
Authorized by:
(County Office Use Only) Updated at County Office on/ by

BOARD TRANSMITTAL FORM

Date:	Novemb	er 12, 2019			
To:	School I	Board Members			
Prepared by:	Jason Ka	aff, CBO			
Agenda Subject: Agenda Section:	designat	Resolution to Adopt Automated Logic Controls as the designated system at the High School Business			
	X Action	☐ Discussion	☐ Consent		
	Reports	☐ Information only	☐ Closed Session		

Background/Summary:

The attached resolution is needed to formally adopt Automated Logic Controls as the designated system for the HVAC system at the high school. This will ensure that the bid results will include program controls that are compatible with the system currently being used at the High School.

As background, Public Contract Code ("PCC") section 3400 generally prohibits advertising for public works in a manner that calls for a designated material, product, thing, or service by specific brand or trade name. However, this limitation does not apply if the awarding authority (the Governing Board in this case) makes a finding, which is then stated in the invitation for bids, that a particular material, product, thing, or service is designated by specific brand or trade name for the following purpose, as provided in PCC 3400(c)(2):

- In order to match other products in use on a particular public improvement either completed or in the course of completion.

Legal counsel has prepared the attached resolution in accordance with the foregoing authority so that the bid documents may validly designate the necessary environmental controls.

Recommendation:

Approve resolution

Fiscal Impact: N/A

Approved by: Jason Kaff, CR

Approved by:

Dr. Paul Sevillano, Superintendent

RESOLUTION NO. <u>09-11-1</u>2-19

FARMERSVILLE UNIFIED SCHOOL DISTRICT

RESOLUTION ADOPTING COMPATIBILITY, UNIFORMITY AND STANDARDIZATION OF SPECIFIC MATERIALS, PRODUCTS, OR SERVICES

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC § 3400) and other applicable law, the Farmersville Unified School District ("District") wishes to establish uniform, complete and compatible materials, products, things, or services in its bids or requests for price/proposals to various suppliers/contractors in furtherance of the District's program to operate, modernize or construct school facilities within the District and to best serve the District's administrative and educational purposes;

WHEREAS, PCC § 3400 states that a school district cannot limit the bidding, directly or indirectly, to any one specific concern, when letting contracts for the construction, alteration, or repair of public works;

WHEREAS, PCC § 3400 states that its restrictions on specifying only one specific name or brand are inapplicable if the District makes a finding that is described in the invitation for bids that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- In order that a field test or experiment may be made to determine the product's suitability for future use. (PCC § 3400 (b)(1));
- In order to match other products in use on a particular public improvement either completed or in the course of completion. (PCC § 3400 (b)(2));
- In order to obtain a necessary item that is only available from one source. (PCC § 3400 (b)(3));
- To respond to certain emergency situations. (PCC § 3400 (b)(4)).

WHEREAS, on all future District modernization and new construction projects or requests for materials pricing/service proposals for Farmersville High School, the District desires to specify the following systems as the only acceptable material, product, thing, or service because these material, products, things or services:

- a. Have been provided and are currently in use throughout the District as a result of prior Board of Trustee awarded contracts; and
- b. Are needed to match other product(s) in use on other District public improvement(s) either completed or in the course of completion as follows:

Environmental (HVAC) Controls Automated Logic Controls

WHEREAS, Farmersville High School's existing facilities already utilize the specific products/brands listed above. The District's intent is to match those existing systems and products currently at Farmersville High School and to avoid the cost of designing and

engineering systems that may not be compatible, could never be made compatible or could only be made compatible after expending considerable District resources and funds; and

WHEREAS, the District has determined that due to the compatibility issues which arise with systems and products listed above, the only manufacturers who may provide products are those as set forth in these documents.

NOW THEREFORE, the Governing Board of the Farmersville Unified School District hereby finds, determines, declares, orders and resolves as follows:

- **Section 1.** That the above recitals are true and correct.
- Section 2. That the above-listed system is the only acceptable material, product, thing, or service for construction, alteration or repair of Farmersville High School facilities, or request for materials pricing/service proposals.
- <u>Section 3.</u> That the District shall designate/list in its invitation to bid for all District modernization and new construction at Farmersville High School, or in its requests for materials pricing/service proposals the above-listed system as the only acceptable material, product, thing, or service and describe the purposes for the designation listed in the above recitals.

<u>Section 4.</u> That the District's Superintendent and/or his designee is authorized pursuant to this Resolution to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

APPROVED, PASSED AND Unified School District on this	ADOPTED by the Governing Board of the Farmersville day of November, 2019, by the following vote:
AYES: NOES: ABSTENTIONS	- - -
	President of the Governing Board of the Farmersville Unified School District
Attested to:	
Clerk of the Governing Board of the Farmersville Unified School District	

BOARD TRANSMITTAL FORM

Date:	Novemb	er 12, 2019	
To: Prepared by:	· - 1 (- composited that	Board Members aff, CBO	
Agenda Subject: Agenda Section:	Freedon Busines		ent and Shade Structure
	X Action	☐ Discussion	☐ Consent
	Reports	☐ Information only	Closed Session

Background/Summary:

It was estimated that a shade structure would cost approximately \$90,000 and so this amount was included in the budget for a shade structure at Freedom. However, due to space limitations and safety reasons, it was not feasible to install a shade structure over the current playground equipment. So, the Principal and her staff reviewed various playground options and would prefer to remove the existing playground structures and install new playground structures that have their own "built in" shade structures.

The play structure itself can be purchased via a CMAS contract pursuant to Public Contract Code 10299, but the labor cost exceeds the \$60,000 bidding threshold and needs to be bid. Park Planet's installation costs exceed \$60,000.

Recommendation:

Approval to purchased play structure with CMAS contract and

take installation out to bid

Fiscal Impact:

Playground equipment

\$84,798.29 - paid from LCAP

Estimated Installation Costs

\$67,630.00 - paid from General Fund

Estimated Total

\$152,428.29

Approved by: Juson Kaff, CBO

Approved by:

Or. Paul Sevillano, Superintendent

15.7

QUOTE



Corporate Office 1555 Tahoe Court Redding, CA 96003 Tax ID#: 72-1545106

Main#: (877) 473-7619 Fax#: (530) 246-0518

QUOTE TO:

Main #:

SITE ADDRESS:

Farmersville Unified School District 571 E. Citrus Farmersville, CA 93223

559.592.2010 x 1111

DATE:

11/5/2019

QUOTE #:

Q19-3211

REP: Kasanna@parkplanet.com

PROJECT: Freedom Elementary

Email:		rnavarro@farmersville.k12.ca.us TERMS: Net 30dys / Shipment				
ОТУ		MODEL#	DESCRIPTION		RATE	TOTAL
			CMAS Vendor ID: 4-16-78-0038E			
1	Playcraft	PR-RH3	Custom Revolution Hybrid-3 Play System SN: R3HE5354D	72,686.00	72,686.00T	
1	Playcraft	A2-2120-2B	8ft Arch Swing (2 Belts) - 5' Dia. Posts		2,619.00	2,619.00T
3	Playcraft	A2-2120-2B	8ft Arch Swing -Add-A-Bay (2 Belts) - 5' Dia. Posts	3	1,728.00	5,184.00T
1	Playcraft	A2-1306	5-12 Age Appropriate Sign (Roto)		260.00	260.00T
1	Playcraft	A2-2525	Sit-Up and Body Curl Bench		543.00	543.00T
1	Playcraft	A2-2535	Push-Up Station		226.00	226.00T
1	Playcraft	A2-2550	Parallel Bars		541.00	541.00T
1	Playcraft	A2-2592-R35	Leg Lift Station - 3.5' Dia Post		395.00	395.00T
		CMAS- PC	CMAS Discount Vendor ID: 4-16-78-0038E - Sup 2:		-13,605.00	-13,605.00
8	West Coast Rubber Recycling	Rubber SS	Super Sack of Rubber Playground Nuggets - 2,000 lbs Color: RED	- 2,000 lbs		
		PCF	PlayCraft Freight w/ Liftgate & Pallet Jack	PlayCraft Freight w/ Liftgate & Pallet Jack		
			**PlayCraft shipping pallet dimensions can reach 18'L. Offloading is the CUSTOMERS responsibilit shipping costs. Please discuss offloading options representative PRIOR to placing an order.	y and is NOT included in		
1		WCRF	West Coast Rubber Recycling Freight		1,000.00	1,000.00T
		Offloading	Offloading & storage of equipment is the custome products a forklift rated for 5000lbs or more AND recommended.	Offloading & storage of equipment is the customer's responsibility. For most broducts a forklift rated for 5000lbs or more AND also reach forks is recommended.		
		Equip Only	Equipment only. Installation to be supplied by oth	Equipment only. Installation to be supplied by others.		
	2019 Pricing Quote valid until December 20, 2019 SUBTOTAL				\$78,249.00	
			Unless otherwise specified)	SUBTOTAL SALES TAX (8.75%)		\$6,549.29
Offload	ling and installa	ation are custome	r's responsibility. Please consult your sales time line. Time line will depend on equipment ordered.	TOTAL		\$84,798.29
At time	At time of shipment the commercial freight company will call to make a delivery appointment.					

Representative Authorized to Order:

Date: ____

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

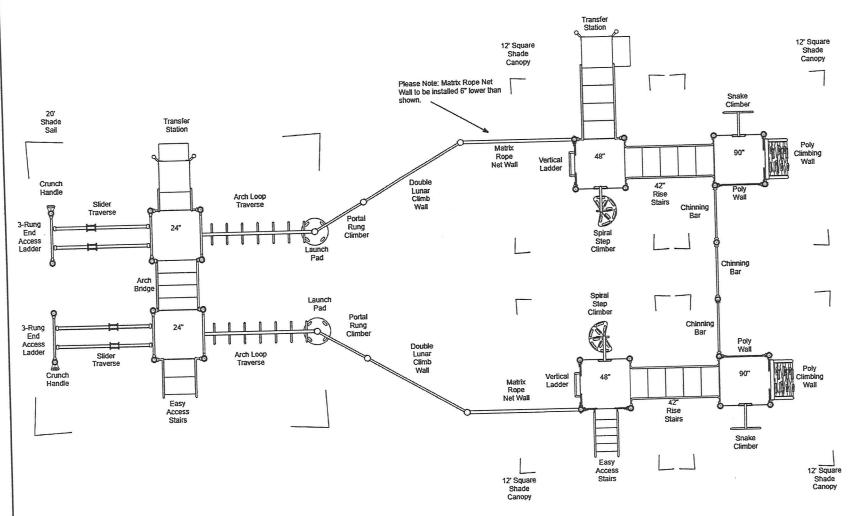
FLEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
12	8/6	0	9/4	1/3



GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: R3HE5354D PROJECT#: PPT19422C7D

DATE: 10/28/2019

MIN. USE ZONE: 65' x 43'

PLAYCRAFT REP:



ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

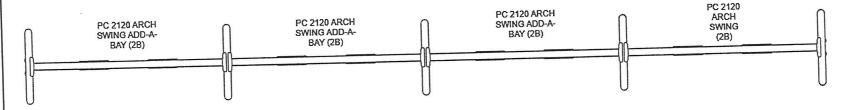
 0
 0/0
 0
 8/0
 1/0

FOR KIDS AGES 5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



STRUCTURE#: FREPC2120+AB PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



FREEDOM ELEMENTARY TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES
0	0/0	0	0/0	0/0

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

1306 AGE APPROPRIATE SIGN

STRUCTURE#: STAPC1306 PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE GROUND
 TYPES

 0
 0/0
 0
 1/0
 1/0

FOR KIDS AGES 5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PC 2525 SIT-UP AND BODY CURL BENCH

STRUCTURE#: EXCPC2525 PROJECT#: PPT19422C7D

DATE: 10/28/2019

Park Planet

PLAYCRAFT REP:



FREEDOM ELEMENTARY TOP VIEW

ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

ELEVATED ACCESSIBLE RAMP ACCESSIBLE GROUND TYPES

FOR KIDS AGES 5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PC 2535 PUSH-UP STATION

STRUCTURE#: EXCPC2535 PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

FOR KIDS AGES 5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PC 2550 PARALLEL BARS

STRUCTURE#: EXCPC2550 PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



ADA ACCESSIBILITY GUIDELINE - ADAAG CONFORMANCE

 ELEVATED
 ACCESSIBLE
 RAMP ACCESSIBLE
 GROUND
 TYPES

 0
 0/0
 0
 1/0
 1/0

FOR KIDS AGES 5-12

GENERAL NOTES:

This conceptual plan is based on information provided prior to construction. Detailed site information, including the following, should be obtained, evaluated, and utilized in the final project design. Exact site dimensions, topography, existing utilities, soil conditions and drainage solutions.

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.

PC 2592-R35 LEG LIFT STATION



STRUCTURE#: EXCPC2592 PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



ELEVATED	ACCESSIBLE	RAMP ACCESSIBLE	GROUND	TYPES	
12	8/6	0	21/4	2/3	



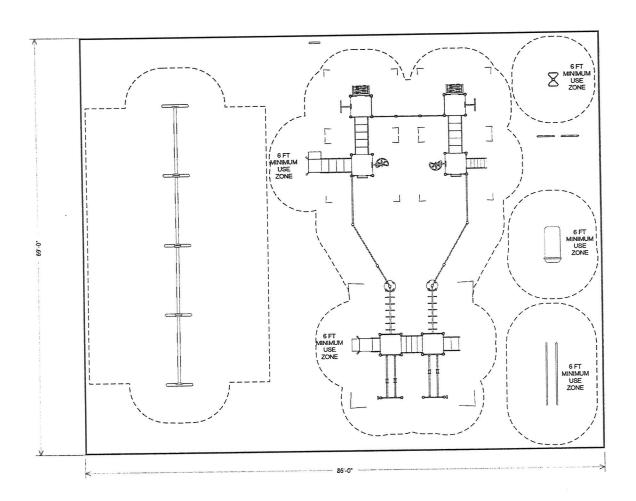
FOR KIDS AGES 5-12

GENERAL NOTES:

This Preliminary Site Plan is based on measurements that were provided in the initial planning phase. All dimensions must be verified prior to the submission of a purchase order. Playcraft Systems will not be held responsible for any discrepancies between actual dimensions and dimensions submitted in the planning phase.

The Minimum Use Zone for a play structure is based on the product design at the time of proposal. Components and structure designs may be subject to change which may affect dimensions. Therefore, before preparing the site, we strongly recommend obtaining final drawings from the factory (available after the order is placed and included in the Assembly Manual).

WARNING: Accessible safety surfacing material is required beneath and around this equipment that has a critical height value (Fall Height) appropriate for the highest accessible part of this equipment. Refer to the CPSC'S Handbook For Public Playground Safety, Section 4: Surfacing.



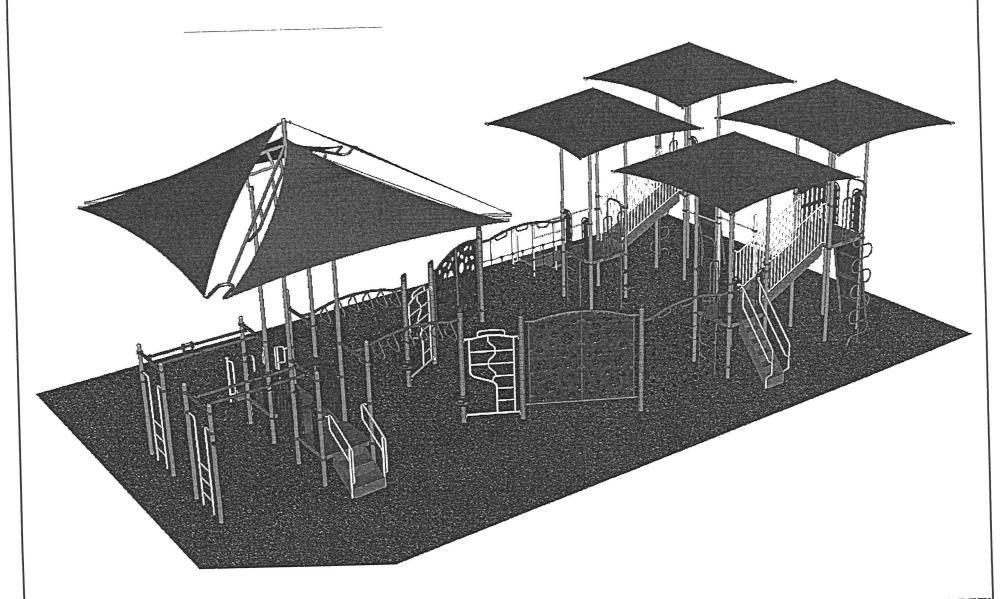
PROJECT#: PPT19422C7D

DATE: 10/28/2019

PLAYCRAFT REP:



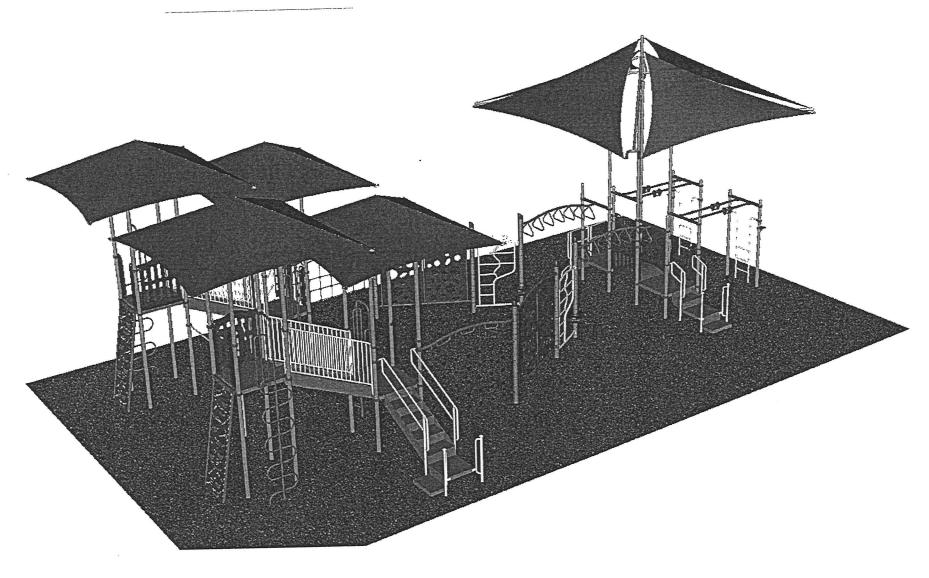
FOR KIDS AGES 5-12



STRUCTURE#: R3HE5354D PROJECT#: PPT19422C7D



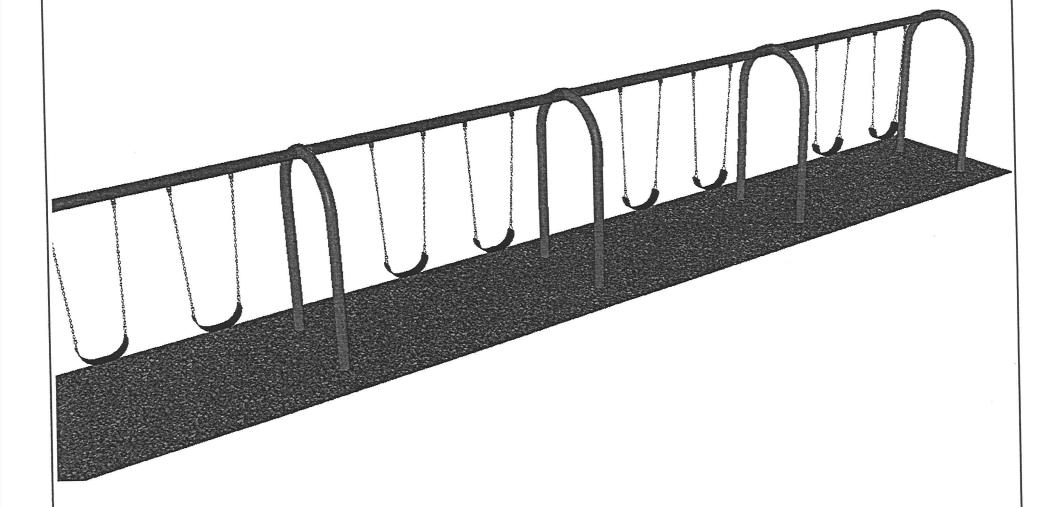
FOR KIDS AGES 5-12



STRUCTURE#: R3HE5354D PROJECT#: PPT19422C7D



FOR KIDS AGES 5-12



STRUCTURE#: FREPC2120+AB PROJECT#: PPT19422C7D





STRUCTURE#: STAPC1306 PROJECT#: PPT19422C7D



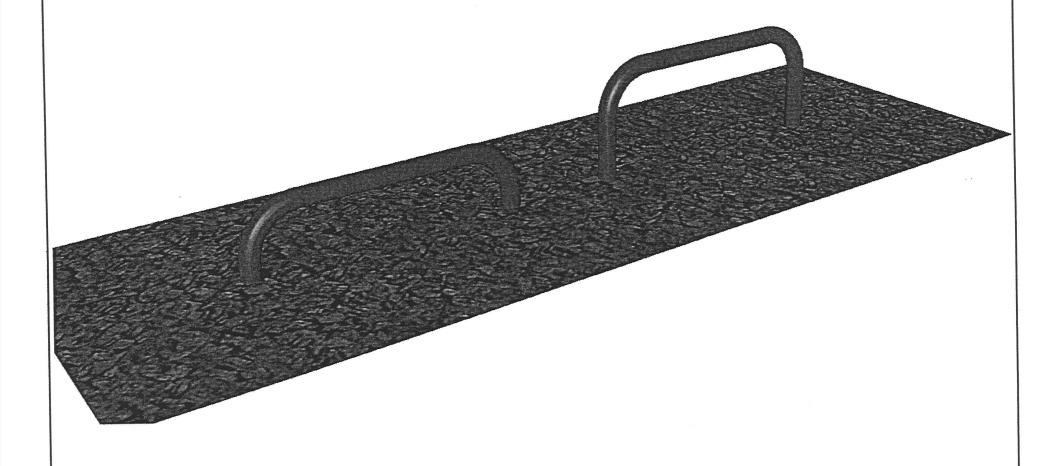
FOR KIDS AGES 5-12



STRUCTURE#: EXCPC2525 PROJECT#: PPT19422C7D DATE: 10/28/2019

PLAYCRAFT

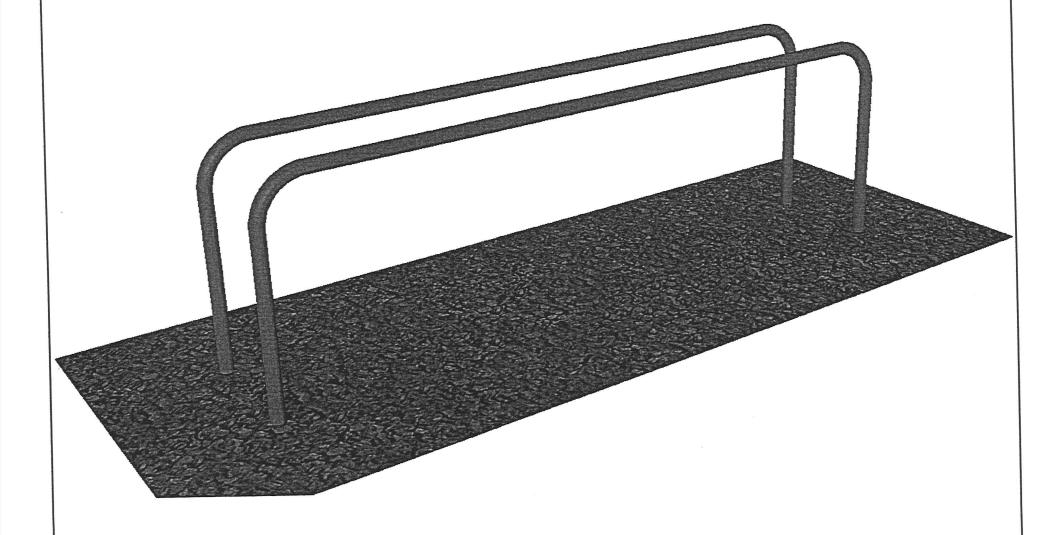
FOR KIDS AGES 5-12



STRUCTURE#: EXCPC2535 PROJECT#: PPT19422C7D



FOR KIDS AGES 5-12



STRUCTURE#: EXCPC2550 PROJECT#: PPT19422C7D



FOR KIDS AGES 5-12



STRUCTURE#: EXCPC2592 PROJECT#: PPT19422C7D



Bill of Materials



FREEDOM ELEMENTARY

Project# PPT19422C7D 10/28/2019

Item	Description	Quantity
R3HE5354D		na digwyrddiad w Barangaeth a Bywerigan, ei digwysgollagai agan agan ar allan air gallan air
HS-1004-R35	Collars	77
15-12-0038	Climber, Snake 90-96in	2
GG-8135	Dome Cap, R3.5	10
S-1011-R35-11ft	Post, 11ft R3.5	8
S-1012-R35-12ft	Post, 12ft R3.5	2
S-10132-RV5	Post (132in) RV5	4
S-10138-RV5	Post (138in) RV5	2
S-1018-R35-18ft	Post, 18ft R3.5	8
S-1020-R35-20ft	Post, 20ft R3.5	8
S-1021-R35-21ft	Post, 21ft R3.5	4
S-1101-R35	Square Deck	6
S-1201-2R35	Easy Access Stairs, 24in	1
S-1201-4R35	Easy Access Stairs, 48in	1
S-1206-42R35	ADA Stairs, 42in Rise w/ Walls	2
S-1209-12-R35	Transfer Station, 24in-C	1
S-1209-36-R35	Transfer Station, 48in-L	1
S-1210-48	Climber, Vertical Ladder 42-48in	2
S-1234-4R35	Climber, Spiral Step 42-48in	2
S-1248-8	Climber, Poly Climbing Wall 90-96in	2
S-1257-RV5	Climber, Portal Rung	2
S-1260-RV	Climber, Lunar Climb Wall (Double)	2
S-1283-RH35	Climber, Matrix Rope Net Wall (RH35)	2
S-1301-R35	Poly Wall (Standard)	2
S-1309-2-R35	Half Walls (Pair) R35	6
S-1403-R35	End Access Ladder (3-Rung)	2



Bill of Materials (continued)

Item	Description	Quantity
S-1416-R35	Traverse, Slider (84in)	2
S-1435-RH35	Arch Loop (RV Post Mount)	2
S-1501-R35	Bridge, Arch (42in)	1
S-18021-12R35	Shade Canopy, 12ft Square	4
S-18027-R3520	Shade Sail, 20ft (Over Gap)	1
S-1930-R35	Chinning Bar	3
S-1937-R35	Crunch Handle	2
S-21263-RV	Launch Pad RV	2
HS-1007-RH	Extra Hardware	2
FREPC2120+AB		
A2-2120-2B	PC 2120 Arch Swing (2B)	1
A2-2120-2B-AB	PC 2120 Arch Swing (Left, 2B)	3
STAPC1306		
A2-1306	1306 Safety Sign (5-12, Roto)	1
EXCPC2525		
A2-2525	PC 2525 Sit-Up and Body Curl Bench	1
EXCPC2535		
A2-2535	PC 2535 Push-Up Station	1
EXCPC2550		
A2-2550	PC 2550 Parallel Bars	1
EXCPC2592		
A2-2592-R35	PC 2592-R35 Leg Lift Station	1



10/30/2018

Ms. Cynthia L. Cooper NSP3 1555 Tahoe Court Redding, CA 96003

Subject: RENEWAL of NSP3's California Multiple Award Schedule (CMAS)

CMAS Number:

4-16-78-0038E, SUPPLEMENT NO. 2

CMAS Term Dates:

July 1, 2016 through June 30, 2023

Base GSA Schedule No.:

GS-03F-0076U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) for the term identified above. The CMAS has been awarded the same CMAS number as the original CMAS. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: 1) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 2) CMAS terms and conditions, 3) Federal GSA (or Non-GSA) terms and conditions, and 4) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which accessed at www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx, then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q4-2018 (OCT-DEC) **DUE BY JAN 15, 2019.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this CMAS, please contact me at (916) 376-3840. Thank you for your continued cooperation and support of the CMAS Program.

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Andrew Reel, Program Analyst

California Multiple Award Schedules Unit



State of California MULTIPLE AWARD SCHEDULE

Park Associates Inc., doing business as

NSP3

CALLO MUNICIPAL	4.4C 70 0020E
CMAS NUMBER:	4-16-78-0038E
SUPPLEMENT NO.:	2
CMAS TERM DATES:	7/1/2016 through 6/30/2023
CALAC CATEOODY	Non Information Technology
CMAS CATEGORY:	Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-0076U
BASE SCHEDULE HOLDER:	Krauss Craft, Inc.

This CMAS provides for the purchase, warranty and installation of fitness, park, and playground equipment. (See page 2 for the specific brands applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The purpose of this supplement is to renew this CMAS through 6/30/2023. In addition, this supplement replaces in its entirety NSP3's existing California Multiple Award Schedule (CMAS) that expired on 9/30/2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017 and products and/or services are included herein. Please review these provisions carefully because they have changed since issuance of your last CMAS.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

Effective Date: 10/30/2018

ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Bench-Recycled Plastic
Outdoor-Barbecue
Outdoor-Benches
Outdoor-Bike Stand
Outdoor-Charcoal Receptacle
Outdoor-Picnic Table
Outdoor-Waste Receptacle
Playground-Equip
Playground-Surface Rubberized
Recreational-Exercise/Fitness
Service-Equipment Installation

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Playcraft Systems

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaellbrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-0076U (KRAUSS CRAFT, INC.) with a GSA term of 7/1/2016 through 6/30/2023.

Replace "Krauss Craft, Inc." with "NSP3" where "Krauss Craft, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

NSP3 1555 Tahoe Court Redding, CA 96003 Attn: Dena Carter

Fax: (530) 246-0518 E-mail: dena@nspx3.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: Cynthia L. Cooper Phone: (530) 510-7375 E-mail: cindy@nspx3.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

NSP3's California Seller's Permit No. is 100670726. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

30-90 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3

CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:
Supplier route via: Carrier's telephone number:
Annotate bill(s) of lading as follows:
"Freight for account of State of California. Tender Number:applies. State of California Purchase Order Number: SHIF FREIGHT COLLECT." Estimated Freight charges:
If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

		te via l of	Jnited F Califo	Parcel Se	ervice De	e (groun partmer	d). ıt	of
State	-		U	PS acco	unt r	number a	appli	es.
State	of	Calif	omia SHIP	Purchas COLLE	se ECT.	Order Estima	Nu ted	mber UPS
charge	s:							

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Non-Information Technology Commodities: \$100,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at <u>www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.a</u> <u>spx</u>, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and Fi\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

There is no minimum dollar value limitation on orders placed under this CMAS.

ORDERING PROCEDURES

1, Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents — State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

CALIFÓRNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

NSP3 Is a certifled small business enterprise. Their Office of Small Business and DVBE Services (OSDS) certification #1754263 expires on 4/30/2020.

If this certification has expired, the current expiration date for this company's certification should be verified at: caleprocure.ca.gov/pages/index.aspx or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises. See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

SMALL BUSINESS/DVBE - SUBCONTRACTING

- The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
- The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
- The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all Installation services performed under the CMAS. Product Installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

NSP3's California Contractor's License number is 959805. This is a Class C-61, D34 license that is valid through 4/30/2019.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order Is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3

CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

NOT SPECIFICALLY PRICED (NSP) ITEMS

.CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

- Purchase orders containing only NSP items are prohibited.
- A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
- NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
- 4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
- 5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP Items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP Items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
- An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
- 7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

- 1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
- Supply type Items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
- Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
- Any other item or class of items specifically excluded from the scope of this CMAS.
- Public Works components NOT incidental to the total purchase order amount.
- Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
- Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be (Example: "Examinations of Records" self-deleting. provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-Federal blanket orders and small order deleting. procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR STATEWIDE RESPONSIBILITY MEET TO REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

Payee Data Record (Std. 204)

State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencles should contact the CMAS contractor for copies of the Payee Data Record.

DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

Orders from Local Government Agencles:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their involces to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

NSP3 does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via email at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via email at patrick.mullen@dgs.ca.gov for further information.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services Procurement Division – CMAS Unit Attention: Quarterly Report Processing PO Box 989052, MS #2-202 West Sacramento, CA 95798-9052

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3

CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certifled small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15
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CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the Incentive fee. The CMAS contractor must include the 1% Incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and malled to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at <u>caleprocure.ca.gov</u>. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed Items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a-machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for selfcompliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services Procurement Division, CMAS Unit 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605-2811

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) NSP3 CMAS NO. 4-16-78-0038E, SUPPLEMENT NO. 2

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office:

(916) 376-1891

Fullerton Office:

(714) 773-2093

The California Relay Service Telephone Numbers are:

Voice

1-800-735-2922

TTY:

1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

- 1. Complete the top of the form with the appropriate information for your company.
- 2. Agency Name Identify the State agency or Local Government agency that issued the order.
- 3. Purchase Order Number Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
- 4. Purchase Order Date Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
- 5. Total Dollars Per PO Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
- 6. Agency Contact Identify the ordering agency's contact person on the purchase order.
- 7. Agency Address Identify the ordering agency's address on the purchase order.
- 8. Phone Number Identify the phone number for the ordering agency's contact person.
- Total State Sales & Total Local Sales Separately Identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
- 10. 1% Remitted to DGS Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
- 11. Grand Total Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

- APPROVAL: If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer. Contractor may not commence performance until such approval has been obtained.
- AMENDMENT: No amendment or variation of the terms
 of this Contract shall be valid unless made in writing,
 signed by the parties and approved as required. No oral
 understanding or agreement not incorporated in the
 Contract is binding on any of the parties.
- ASSIGNMENT: This Contract is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

- AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to Include a similar right of the State to audit records and Interview staff in any subcontract related to performance of this Contract. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
 - INDEMNIFICATION: Contractor agrees to Indemnify, defend and save harmless the State, its officers, agents

and employees from any and all claims and losses accruing or resulting to any and all Contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

6. DISPUTES:

- The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for Information Technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's fallure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal

was made. If the State falls to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

- 7. TERMINATION FOR CAUSE: The State may terminate the agency purchase order and be relieved of any payments should the Contractor fail to perform the requirements of the agency purchase order at the time and in the manner herein provided, in the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under the agency purchase order and the balance, if any, shall be paid to the Contractor upon demand.
- INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Contract, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for

employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission Implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

- 11. TIMELINESS: Time is of the essence in this Contract.
- 12. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- CHILD SUPPORT COMPLIANCE ACT: "For any Contract In excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compilance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry

maintained by the California Employment Development Department."

- UNENFORCEABLE PROVISION: In the event that any
 provision of this Contract is unenforceable or held to be
 unenforceable, then the parties agree that all other
 provisions of this Contract have force and effect and
 shall not be affected thereby.
- 16. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor...shall...give...priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of ald under Welfare and Institutions Code Section 11200 in accordance with Public Contract Code Section 10353.

17. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

18. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in

business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

CONTRACTOR'S SIGNED APPLICATION IS CERTIFICATION THAT CONTRACTOR AGREES TO AND WILL COMPLY WITH THE PROVISIONS OF THE FOLLOWING TERMS AND CONDITIONS. (CCC-307)

- STATEMENT—OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
- 20. DRUG-FREE WORKPLACE REQUIREMENTS:
 Contractor will comply with the requirements of the
 Drug-Free Workplace Act of 1990 and will provide a
 drug-free workplace by taking the following actions:
 - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - Establish a Drug-Free Awareness Program to Inform employees about:
 - the dangers of drug abuse in the workplace;
 - the person's or organization's policy of maintaining a drug-free workplace;
 - iil) any available counseling, rehabilitation and employee assistance programs; and,
 - iv) penalties that may be imposed upon employees for drug abuse violations.
 - Every employee who works on the proposed Contract will;
 - receive a copy of the company's drug-free workplace policy statement; and,
 - agree to abide by the terms of the company's statement as a condition of employment on the Contract.

Fallure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both and Contractor may be ineligible for award of any future State Contracts if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by falling to carry out the requirements as noted above. (GC 8350 et seq.)

- 21. NATIONAL LABOR RELATIONS BOARD

 CERTIFICATION: Contractor certifies that no more
 than one (1) final unappealable finding of contempt of
 court by a Federal court has been issued against
 Contractor within the immediately preceding two-year
 period because of Contractor's fallure to comply with an
 order of a Federal court, which orders Contractor to
 comply with an order of the National Labor Relations
 Board. (PCC 10296) (Not applicable to public entities.)
- 22. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

23. SWEATFREE CODE OF CONDUCT:

All Contractors contracting for the procurement or laundering of apparel, garments or accessories, corresponding procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or equipment, corresponding accessories, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b) The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
- 24. <u>DOMESTIC PARTNERS</u>: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.
- 25. <u>CONFLICT OF INTEREST</u>: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Contract, the awarding agency must be contacted immediately for clarification.

Current State Employees (PCC 10410):

- a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- No officer or employee shall contract on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

Former State Employees (PCC 10411):

a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decisionmaking process relevant to the contract while employed in any capacity by any state agency.

- b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policymaking position in the same general subject area as the proposed contract within the 12month period prior to his or her leaving state service.
- If Contractor violates any provisions of above paragraphs; such action by Contractor shall render this Contract vold. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

- 28. LABOR CODE/WORKERS' COMPENSATION:
 Contractor needs to be aware of the provisions which
 require every employer to be insured against liability for
 Worker's Compensation or to undertake self-insurance
 in accordance with the provisions, and Contractor
 affirms to comply with such provisions before
 commencing the performance of the work of this
 Contract. (Labor Code Section 3700)
- 27. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- 28. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Contract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
- 29. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Contractor performing within the State not be subject to the franchise tax.
- Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
- 30. <u>RESOLUTION</u>: A county, city, district, or other local public body must retain a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the Contract.
- 31. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 19301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
- PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Contractors that are not another state agency or other governmental entity.

ADDITIONAL CMAS TERMS AND CONDITIONS

- CMAS Contract Amount: There is no guarantee of minimum purchase of Contractor's products or services by the State.
- 34. CMAS -- Termination of CMAS Contract:
 - The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
 - b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.

- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

35. CMAS -- TERMINATION FOR NON-APPROPRIATION OF FUNDS:

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH a)
 ABOVE IS INVOKED, DELIVERABLES SHALL BE
 RETURNED TO THE CONTRACTOR IN
 SUBSTANTIALLY THE SAME CONDITION IN
 WHICH DELIVERED TO THE STATE, SUBJECT
 TO NORMAL WEAR AND TEAR. STATE
 FURTHER AGREES TO PAY FOR PACKING,
 CRATING, TRANSPORTATION TO
 CONTRACTOR'S NEAREST FACILITY AND FOR
 REIMBURSEMENT TO THE CONTRACTOR FOR
 EXPENSES INCURRED FOR THEIR
 ASSISTANCE IN SUCH PACKING AND CRATING.

36. CMAS -- STOP WORK;

a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:

- (I) Cancel the Stop Work Order; or
- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (I) The Stop Work Order results In an increase in the time required for, or in the Contractor's cost property allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

37. CMAS - TERMINATION FOR THE CONVENIENCE OF THE STATE

 The State may terminate performance of work under this Contract for its convenience in whole or,

from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall;
 - Stop work as specified in the Notice of Termination.
 - Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (III) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fall to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
 - (I) The Contract price for Deliverables or services accepted by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are

- properly chargeable to the terminated portion of the Contract; and
- C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
- 38. CMAS-DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the buyer, that neither it 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.
- 39. CMAS Purchase Orders Funded In Whole or Part by the Federal Government: All contracts (Including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
 - a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
 - b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.

- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
- 40. CMAS -- Subcontracting Requirements: Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.
- 41. CMAS Progress Payments: Contracts may provide for progress payments to Contractors for work performed or costs incurred in the performance of the Contract. Not less than 10 percent of the Contract amount shall be withheld pending final completion of the Contract. However, if the Contract consists of the performance of separate and distinct tasks, then any funds so withheld with regard to a particular task may be paid upon completion of that task.

No State agency shall make progress payments on a Contract unless it first has established procedures, approved by the department, which will ensure that the work or services contracted are being delivered in accordance with the Contract. (PCC 10348)

42. CMAS -- CONTRACT TYPE:

- Unless otherwise specified, the Statement of Work shall define and authorize work on a Fixed Price basis, with a guarantee of task completion.
- b) To the extent that additional work not foreseen at the time this Contract is executed must be accomplished, Work Authorizations, as described in the Statement of Work, will be the means for defining and authorizing such work on a Labor Hour basis.

43. CMAS - CONTRACTOR PERSONNEL:

 a) Contractor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed to otherwise by the State.

- b) The State reserves the right to disapprove the continuing assignment of Contractor personnel provided to the State under this Contract. If the State exercises this right, and the Contractor cannot immediately replace the disapproved personnel, the parties agree to proceed with any equitable adjustment in schedule or other terms that may be affected thereby.
- c) The Contractor will make every effort consistent with sound business practices to honor the specific requests of the State with regard to assignment of its employees; however the Contractor reserves the sole right to determine the assignment of its employees. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel.
- d) In recognition of the fact that Contractor personnel providing services under this Contract may perform similar services from time to time for others, this Contract shall not prevent Contractor from performing such similar services or restrict Contractor from using the personnel provided to the State under this Contract, providing that such use does not conflict with the performance of services under this Contract.
- 44. CMAS -- RESPONSIBILITIES OF THE STATE; The State shall provide normal office working facilities and Equipment reasonably necessary for Contractor performance under this Contract. Any special requirements (e.g., reprographic services, computer time, key data entry, etc.) shall be identified in the Statement of Work.

The State is responsible for providing required information, data, Documentation, and test data to facilitate the Contractor's performance of the work, and will provide such additional assistance and services as is specifically set forth in the Statement of Work.

The Contractor will not be responsible for any delay, cost increase, or other consequence to the extent that it is caused by the State's fallure to fulfill responsibilities set forth herein. In the event of any claim for equitable

adjustment to price, schedule, or both, the parties will negotiate in good faith regarding execution of a Contract amendment. Should the Contractor determine that a delay exists or is probable due to a failure of the State, the Contractor will promptly notify the State in writing.

45. CMAS - INVOICING, AND PAYMENT FOR SERVICES:

- a) During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to the State of identified Deliverables, the Contractor may submit periodically to the State involces reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either.
 - i) The number of Deliverables provided to the State divided by the total number of Deliverables required to be delivered to the State, less a ten percent (10%) withhold, less any amounts previously involced; or
 - ii) The number of work-hours expended by the Contractor in the performance of the task divided by the number of work hours scheduled for the task, less a ten percent (10%) withhold, less any amounts previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).
- b) For those Milestones which do not involve delivery to the State of Identified Deliverables, but which are of a continuing nature, the Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- c) Upon completion of a Millestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously involced to the State, may be submitted for payment. Nothing herein will be construed to walve or contradict any requirement of California Public Contract Code Section 10346 or any similar or successor provision.

- d) In the event that work not specified in the Statement of Work is performed with the State's written consent, invoices for services as reflected on Work Authorizations will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.
- e) Involces prepared in accordance with this provision will not be submitted more frequently than monthly to the State.
- f) In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the ceiling amount of the Contract, with the balance to be invoiced upon completion of the Contract, in accordance with the acceptance criteria set forth herein.

46. CMAS -- CONTRACTOR EVALUATION:

In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

- 47. CMAS INSURANCE: When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 48. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

Unless otherwise specified, the warranties contained in this contract begin after acceptance has occurred.

- Contractor warrants services furnished hereunder will conform to the requirements of this contract (including all descriptions, specifications and drawings made a part hereof).
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the goods or services.
- 49. CMAS FORCE MAJEURE: Except for defaults of subcontractors at any tier; the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
 - a) Acts of God or of the public enemy, and
 - Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

- 50. CMAS -- REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (I) the date of acceptance of Deliverables or performance of services; or (II) receipt of an undisputed invoice, whichever is later.
- 51. CMAS ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
 - these General Terms and Conditions Non-IT Services;
 - contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - federal GSA (or other multiple award) terms and conditions;

- statement of work, including any specifications Incorporated by reference herein;
- special terms and conditions; and
- all other attachments incorporated in the Contract by reference.
- 52. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
- 53. CMAS RIGHTS IN DELIVERABLES: All deliverables as defined in the ordering agency's scope of work originated or prepared by the Contractor pursuant to this contract including papers, reports, charts, and other documentation shall be delivered to and shall become the exclusive property of the ordering agency.

The Ideas, concepts, know-how, or techniques relating to the subject matter of each individual project developed during the course of this contract by the Contractor or jointly by the Contractor and the State or ordering agency can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the deliverables developed pursuant to this contract shall be the property of the State and/or ordering agency.

This contract shall not preclude the Contractor from developing materials outside this contract, which are competitive, irrespective of their similarity to materials which might be delivered to the State and/or ordering agency pursuant to the contract.

Pursuant to this contract, all preexisting Intellectual property, copyrights, trademarks and products of the Contractor shall be the sole property of the Contractor.

54. CMAS - CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and

Information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of this contract, or is rightfully obtained from third parties.

- TO PERSONS OR DAMAGE TO PROPERTY: The contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance and use of the goods either at the contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the contractor.
- 56. CMAS INSURANCE: When performing work on property in the care, custody or control of the State, contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the contract. Contractor shall furnish an insurance certilicate evidencing required insurance coverage acceptable to the State. Upon request by the buyer, the contractor may be required to have the State shown as an "additional insured" on selected policies.

BOARD TRANSMITTAL FORM

Date:	Novembe	er 12, 2019	
To:	School B	Soard Members	
Prepared by:	Jason Ka	ff, CBO	
Agenda Subject:	Approva	l of Change Order #	[‡] 12
Agenda Section:	Business		
	X Action	☐ Discussion	☐ Consent
	☐ Reports	☐ Information only	Closed Session
Background/Sur	nmary:		
This change order	r addresses the ga	as line investigation	and connection.
CM Construction	will be in attenda	ance to address any	questions.
Recommendation	Approve	Change Order #12	
Fiscal Impact:	Γο be paid from (СОР	
Approved by: Ja	søn Kaff, CBO		
Approved by:	Pal () r. Paul Sevilland,	Superintendent	

CHANGE ORDER

Owner:

Farmersville Unified School District

Contract:

Bid Package - 03 Sitework and Structures

Farmersville High School Aquatic Center

Contractor:

Oral E. Micham, Inc.

Change

Order No.: Date:

FAC-BP03-011

October 22, 2019

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

COR #34 - Gas Line Investigation T&M Basis

\$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 0 Days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

 Solvin ARCT Of Absolution 1
 \$ 3,409,000.00

 Original Contract Price:
 \$ 310,386.00

 Prior Change Order Adjustment:
 \$ 31,182.00

 New Contract Price:
 \$ 3,750,568.00

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:

Prior change order adjustments to contract time:

This change order's adjustment to contract time:

Adjusted contract time:

260 Calendar Days

0 Calendar Days

288 Calendar Days

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS

TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

On behalf of Owner:	On behalf of Contractor:
	VICE TRESDENT
Title	Title
	STEVE TINDLE
Name	Name
	the mol
Signature	Signature 10-28-19
Date	Date
On behalf of Architect:	
AOR	
Title	
FELIPE CEBALLOS	
Name Velipe CEBALLOS Name Velipe Caballes	1.
Signature	1
1 1	
10/22/19 Date	
Paic	
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October 21, 2019

Intergrated by Designs by SOMAM Inc. 6011 N. Fresno St., Suite 30 Fresno, CA 93710

RE: Farmersville High School Aquatic Center COR #034

Dear Mike,

The following cost was done on a T&M basis for the investigation of the gas line and the associated work herin on the attached.

American INC - See attached	\$	27,882.65
OEM - See attached	\$	940.50
Subtotal	\$	28,823.15
O&P 5.00%	\$	1,441.16
Subtotal	\$	30,264.31
B. Risk 1.00%	\$	302.64
Subtotal	\$	30,566.95
Liability 1.00%	\$	305.67
Subtotal	\$	30,872.62
Bond 1.00%	\$	308.73
	_	
Total COR 034	\$	31,182.00

Please contact our office if you have any questions

Sincerely

Vice President
Oral E. Micham, Inc.

American Incorporated

1345 N. American Street Visalia, CA 93291 Ph: 559-651-1776

Change Request

To: Adrianna Coronado

MICHAM INC. P.O. BOX 745

WOODLAKE, CA 93286

Ph: (559)564-5010 Fax: (559) 584-5012

Number: 2

Date: 9/26/19

Job: 13-04354 Micham-FHS Aquatic Center

Phone:

Description: Gas Line
Reason: Change In Scope

We are pleased to offer the following specifications and pricing to make the following changes:

9/18/19 - Investigated gas line; used pipe locator to try to locate valve on gas line locator - no gas line found crossing the fire line to aquatic area; backfilled hole by water shut off valve.

9/19/19 - Started at point of connection to existing gas line, cut open gas line, and located gas line to tee; dug up tee under concrete and cut out section of gas after tee to locate gas line capped under asphalt in fire lane; continued digging to locate gas supply from existing gas next to kitchen.

9/20/19 - Did demo next to cafeteria and dug up area looking for gas line; opened up asphalt on east side of fire lane and dug approximately 5' deep looking for other side of gas line; repaired sewer that was cut through with flat saw; began backfilling in several spots and prepared for concrete pour back.

9/23/19 - Did demo on southeast comer of kitchen and dug up gas line for tee install; laid out demo crew for saw cutting and demo; finished prep on second trench dowels, backfilled, and formed board; installed tee and valve equipment; tested for leaks and bled kitchen equipment.

9/24/19 - Fixed trench and installed 50' of poly pipe line from new gas valve to existing connection under asphalt and tested; demo, dug, and exposed trench to install gas line; backfilled and cleaned work area.

9/25/19 - Prepped and poured 6 1/2 yards of concrete at sidewalk next to klichen sidewalk on road, and asphalt area on road.

9/26/19 - Cleaned up job site and repaired sprinkler PVC line.

		-		
Work performed by us:				
Description	Quantity	Unit	Unit Price	Price
Plumber 9/18/19	8.00	hr	\$99.62	\$798.96
Plumber 9/19/19	24.00	hr	\$99.62	\$2,390.88
Plumber OT 9/19/19	6.00	hr	\$149.43	\$896.58
Plumber 9/20/19	30.75	hr	\$99.62	\$3,063.32
Plumber OT 9/20/19	1.25	hr	\$149.43	\$188.79
Demo 9/20/19	29.00	hr	\$72.14	\$2,092.06
Plumber 9/23/19	38.00	hr	\$99.62	\$3,785.56
Plumber 9/25/19	40.00	hr	\$99.62	\$3,984.80
Plumber 9/26/19	2.00	hr	\$99.62	\$199.24
4" Heavy Duty No Hub Band	2.00	ea	\$8.36	\$16.72
DF DWV Pipe	4.00	ft	\$3.92	\$15,68
Rebar	20.00	R	\$1.50	\$30.00
Concrete	1.00	yd	\$150.00	\$150.00
4" Poly Fusion Tee	1.00	ea	\$38.95	\$38.95
4" Poly Fusion 90 Elbow	2.00	ea	\$35.24	\$70.48
4" Fig Adapt	1.00	ea	\$46.91	\$46.91
4x20 SDR11 Poly Gas Pipe	20.00	ft	\$6.41	\$128.20

American Incorporated

1345 N. American Street Visalia, CA 93291 Ph : 559-651-1776

Change Request

To: Adrianna Coronado

MICHAM INC.

P.O. BOX 745

WOODLAKE, CA 93286

Number: 2

Date: 9/26/19

Job: 13-04354 Micham-FHS Aquatic Center

Phone:

4x3 Poly Fusion Reducer 3x20 Poly Pipe 4" Fig Plug Valve 4" Full Face Gasket Copper 5/8x3 Bolt 5/8 Hex Nut 4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60tb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Christy Box Lid Concrete	1.00 20.00 1.00 2.00 16.00 2.00 4.00 5.00 1.00 4.00 1.00 1.00) fi) ea	\$27.41 \$5.29 \$798.70 \$6.72 \$0.78 \$0.24 \$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$27.4 \$105.6 \$798.7 \$13.4 \$12.4 \$3.6 \$139.7 \$201.6 \$3.5 \$27.6 \$6.0 \$17.0 \$65.0
4" Fig Plug Valve 4" Full Face Gasket Copper 5/8x3 Bolt 5/8 Hex Nut 4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	1.00 2.00 16.00 2.00 4.00 5.00 1.00 4.00 1.00 1.00 1.00	0 ea	\$798.70 \$6.72 \$0.78 \$0.24 \$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$798.7 \$13.4 \$12.4 \$3.6 \$139.7 \$201.6 \$3.5 \$27.6 \$6.0 \$17.0 \$65.0
4" Full Face Gasket Copper 5/8x3 Bolt 5/8 Hex Nut 4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	2.00 16.00 2.00 4.00 10.00 5.00 1.00 4.00 1.00 1.00 1.00) ea () ea (\$6.72 \$0.78 \$0.24 \$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$13.4 \$12.4 \$3.6 \$139.7 \$201.6 \$3.5 \$27.6 \$8.0 \$17.0 \$65.0
Copper 5/8x3 Bolt 5/8 Hex Nut 4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Lid	16.00 16.00 2.00 4.00 10.00 5.00 4.00 1.00 1.00 1.00) ea	\$0.78 \$0.24 \$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$12.4 \$3.6 \$139.7 \$201.6 \$3.5 \$27.5 \$2.0 \$8.0 \$17.0
5/8 Hex Nut 4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Lid	16.00 2.00 4.00 10.00 5.00 4.00 1.00 1.00 1.00) ea () ea (\$0.24 \$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$3.8 \$139.7 \$201.6 \$3.9 \$27.9 \$2.0 \$8.0 \$17.0 \$65.0
4" Electro Fusion Coupling 3" Electro Fusion Coupling 3/4x10 Pipe 60th Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	2.00 4.04 10.00 5.00 4.00 1.00 1.00 1.00) ea () ea () () () () () () () () () () () () ()	\$69.89 \$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$139.7 \$201.6 \$3.6 \$27.6 \$2.6 \$6.6 \$17.6 \$65.6
3" Electro Fusion Coupling 3/4x10 Pipe 50th Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	4.04 10.04 5.00 1.00 4.00 1.00 1.00 1.00	0 ea 0 ft 0 ea 0 e	\$50.45 \$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$201.6 \$3.6 \$27.6 \$2.6 \$6.6 \$17.6 \$65.6
3/4x10 Pipe 60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	10.00 5.00 1.00 4.00 1.00 1.00 1.00) ft) ea	\$0.35 \$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$3. \$27. \$2. \$6. \$17. \$65.
60lb Sakrete Mix 3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	5.00 1.00 4.00 1.00 1.00 1.00) ea) ea) ea) ea) ea	\$5.50 \$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$27. \$2. \$6. \$17. \$65.
3/4 PVC Tee 3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	1.00 4.00 1.00 1.00 1.00	0 ea 0 ea 0 ea 0 ea	\$2.00 \$1.50 \$17.00 \$65.00 \$35.00	\$2. \$6. \$17. \$65.
3/4 PVC Coupling SxS Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	4.00 1.00 1.00 1.00 1.00	o ea o ea o ea o ea	\$1.50 \$17.00 \$65.00 \$35.00	\$6. \$17. \$65.
Pipe Wrap Tape Tracer Wire Yellow Christy Box Christy Box Lid	1.0 1.0 1.0 1.0	o ea o ea o ea	\$17.00 \$65.00 \$35.00	\$17. \$65.
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Christy Box Lid	1.0			\$35.
Christy Box Lid		n an		
		J OH	\$21.20	\$21.
	6.5	D yd	\$150.00	\$975.
3/4 PVC Coupling	4.0	0 ea	\$0.65	\$2.
3/4 PVC Pipe	6.0	n a	\$0.30	\$1.
Pipe Locator	2.0	D hr	\$75.00	\$150
Video Camera	3.0	0 hr	\$150.00	\$450
Ptumber 9/24/19	32.0	0 hr	\$99.62	\$3,187
AND THE PROPERTY OF THE PROPER			Subtotal:	\$24,140
		AND THE PERSON OF THE PERSON O	Subtotal:	\$24,140
Overh	ead	\$24,140.82	10.00%	\$2,414.
	rofit	\$26,554.90	5.00%	\$1,327
			Total:	\$27,882

Submitted by:	DANIELLE TWENTYMON	Approved by:	***************************************
	AMERICAN INCORPORATED	Date:	

If you have any questions, please contact me at (559)651-1776.

MICHAM COST

Farmersville AC

T&M Gas Line O/T for Superintendent

Supervision for (6) Overtime Hours on September 19, 2019 @ \$142.50 per Hour	\$ 855.00	
Time and a half of \$95.00		
Subtotal	\$ 855.00	
OH/P 10%	\$ 85.50	
Total	\$ 940.50	



DATE: 9-18-19 WORK ORDERED BY: Mike Adams

ADDRESS: 631 E Walnut Ave T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

Ч	NAME OF PROJECT: Farmersville Aquatic Center #370								
	MATERIALS	DESCRIPTION OF WORK							
QTY	DESCRIPTION	COST							
		Serching for a gas valve to turn on the suply to							
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	SUBTOTAL	\$ -	OVERHEAD & PROFIT 15%						•
	TAX					IN	SURANCE		
	TOTAL						TOTAL	\$	

TOTAL \$



DATE: 9-19-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 F Walnut Ave
T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick NAME OF PROJECT: Farmersville Aquatic Center #370 **DESCRIPTION OF WORK** MATERIALS DESCRIPTION COST QTY Dug up parts of the gas line for exploration purposes. SUBCONTRACTOR(S) / EQUIPMENT no Ameriçan 3 men 10 hours. TOTAL \$ LABOR NAME HRS RATE 0 0 \$ 0 O \$ 0 \$ 0 \$ 0 \$ \$ 40 TOTAL S -SUMMARY TOTAL SUB-COST / EQUIPMENT \$ TOTAL MATERIAL \$ TOTAL LABOR \$ * SUBTOTAL \$ SUBTOTAL \$ OVERHEAD & PROFIT 15% \$ INSURÂNCE TAX

TOTAL



DATE: 9-20-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick
NAME OF PROJECT: Farmersville Aquatic Center #370

1	WWW.Hactra-tate co-1	NAME OF PI	ROJECT: Farmersville Aquatic Cen							
	MATERIALS		DESCRIPTION	N OF W	ORK	-				
QTY	DESCRIPTION	COST								
			Repaired the holes made for inspection in the							
			gas line. Dug for further serch of gas line on the							
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ORAL E. MIGHAM BNG.

GENERAL BLURGHER CONTACTOR

CDHMERCUL (559) 564-5010 20015711AL

P.O. NOT 193 NEPOMERCUL CA NAZON

DATE: 9-23-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:
ORDER TAKEN BY: Khris Kendrick
NAME OF PROJECT: Farmersville Aquatic Center #370

	MATERIALS	DESCRIPTION OF WORK						
QTY	DESCRIPTION	COST						
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MT



DATE: 9-24-19 WORK ORDERED BY: Mike Adams

ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick NAME OF PROJECT: Farmersville Aquatic Center #370

MATERIALS				DESCRIPTIO	N OF W	ORK			
QTY	DESCRIPTION	CO5T							
				Trenched from new ga	s value to	the gas li	ne	-	
				on the East side of the road. The new line					
				installed and the tr			44444		
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	TAX TOTAL	-			11/	TOTAL		,	



DATE: 9-25-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:
ORDER TAKEN BY: Khris Kendrick

NAME OF PROJECT: Farmersville Aquatic Center #370

MATERIALS				DESCRIPTION OF WORK				
QTY	DESCRIPTION	CC	OST					
<u> </u>				Finish backfill and pour co	ncrete a	cross the r	oad	
		-		. and side	walk.			
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DATE: 9-26-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

P.O. 8	mww.michannue.com lox 142 Mooders' CY 83382 Sold - 30 10 monouse	ORDER TAK	EN BY: Khris Kendrick				
	ного двершине сот	NAME OF P	ROJECT: Farmersville Aquatic Cen				
	MATERIALS		DESCRIPTION	V OF W	ORK		
QTY	DESCRIPTION	COST					
			Clean up work area	and stri	p forms.		
							
						-	
			SUBCONTRACTOR	(S) / F(HIPME	NT	
			3000011111101011	(0) / 20	1		
			American sevice 1 men	2 hours			
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	· ·			TOTA	AL LABOR	\$	-
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	SUBTO	TAL \$ -	OVERHE	AD & PR	OFIT 15%	\$	
	•	TAX		IN:	SURANCE		
	TO	TAL			TOTAL	\$	

CHANGE ORDER

Owner:

Farmersville Unified School District

Contract:

Bid Package - 03 Sitework and Structures

Farmersville High School Aquatic Center

Contractor:

Oral E. Micham, Inc.

Change

Order No.:

FAC-BP03-011

Date:

October 22, 2019

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

COR #34 - Gas Line Investigation T&M Basis

\$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 0 Days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

 Original Contract Price:
 \$ 3,409,000.00

 Prior Change Order Totals:
 \$ 310,386.00

 This Change Order Adjustment:
 \$ 31,182.00

 New Contract Price:
 \$ 3,750,568.00

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:

Prior change order adjustments to contract time:

This change order's adjustment to contract time:

Adjusted contract time:

260 Calendar Days
0 Calendar Days
298 Calendar Days

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS

TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

On behalf of Owner:	On behalf of Contractor:
	VICE TRESIDENT
Title	Title
Name	Name Jun Jun J
Signature	Signature 10-26-19
Date	Date
On behalf of Architect:	
Title	
Name Velipe aballes	
Signature 10/22/19 Date	
l _l	



October 21, 2019

Intergrated by Designs by SOMAM Inc. 6011 N. Fresno St., Suite 30 Fresno, CA 93710

RE: Farmersville High School Aquatic Center COR #034

Dear Mike,

The following cost was done on a T&M basis for the investigation of the gas line and the associated work herin on the attached.

American INC - See OEM - See attached	\$ \$	27,882.65 940.50	
Subtotal O&P	5.00%	\$ \$	28,823.15 1,441.16
Subtotal B. Risk	1.00%	\$ \$	30,264.31 302.64
Subtotal		\$	30,566.95
Liability Subtotal	1.00%	\$	305.67 30,872.62
Bond	1.00%	\$	308.73
	Total COR 034	\$	31,182.00

Please contact our office if you have any questions

Sincerely

Steve Tindle Vice President

Oral E. Micham, Inc.

American Incorporated

1345 N. American Street Visalia, CA 93291 Ph : 559-651-1776

Change Request

To: Adrianna Coronado MICHAM INC.

P.O. BOX 745

WOODLAKE, CA 93286

Ph: (559)564-5010 Fax: (559) 564-5012

Number: 2

Date: 9/26/19

Job: 13-04354 Micham-FHS Aquatic Center

Phone:

Description: Gas Line
Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

9/18/19 - Investigated gas line; used pipe locator to try to locate valve on gas line locator - no gas line found crossing the fire tine to aquatic area; backfilled hole by water shut off valve.

9/19/19 - Started at point of connection to existing gas line, cut open gas line, and located gas line to tee; dug up tee under concrete and cut out section of gas after tee to locate gas line capped under asphalt in fire lane; continued digging to locate gas supply from existing gas next to kitchen.

9/20/19 - Did demo next to cafeteria and dug up area looking for gas line; opened up asphalt on east side of fire lane and dug approximately 5' deep looking for other side of gas line; repaired sewer that was cut through with flat saw; began backfilling in several spots and prepared for concrete pour back.

9/23/19 - Did demo on southeast corner of kitchen and dug up gas line for tee Install; laid out demo crew for saw cutting and demo; finished prep on second trench dowels, backfilled, and formed board; installed tee and valve equipment; tested for leaks and bled kitchen equipment.

9/24/19 - Fixed trench and installed 50' of poly pipe tine from new gas valve to existing connection under asphalt and tested; demo, dug, and exposed trench to install gas line; backfilled and cleaned work area.

9/25/19 - Prepped and poured 6 1/2 yards of concrete at sidewalk next to kitchen sidewalk on road, and asphalt area on road.

9/26/19 - Cleaned up Job site and repaired sprinkler PVC line.

Work performed by us:				
Description	Quantity	Unit	Unit Price	Price
Plumber 9/18/19	8.00	hr	\$99.62	\$796.96
Phintipes 9/19/19	24.00	hr	\$99.62	\$2,390.88
Plumber OT 9/19/19	6.00	hr	\$149.43	\$896.58
	30.75	hr	\$99.62	\$3,063.32
Plumber 9/20/19	1.25	hr	\$149.43	\$188.79
Plumber OT 9/20/19	29.00	hr	\$72.14	\$2,092.06
Demo 9/20/19	38.00	hr	\$99.62	\$3,785.56
Plumber 9/23/19	40.00	hr	\$99.62	\$3,984.80
Plumber 9/25/19	2.00	hr	\$99.62	\$199.24
Plumber 9/28/19	2.00	68	\$8.36	\$16.72
4" Heavy Duty No Hub Band	4.00	ft	\$3.92	\$15.68
DF DWV Pipe	20.00		\$1.50	\$30.00
Rebar	1.00		\$150.00	\$150.00
Concrete	1,00	•	\$38.95	\$38.95
4" Poly Fusion Tee	2.00		\$35.24	\$70.48
4" Poly Fusion 90 Elbow	1,00		\$46.91	\$48.91
4" Fig Adapt	20.00		\$6.41	\$128.20
4x20 SDR11 Poly Gas Pipe	20:00			

American Incorporated

1345 N. American Street Visalia, CA 93291 Ph: 559-651-1776

Change Request

To: Adrianna Coronado

MICHAM INC.

P.O. BOX 745

WOODLAKE, CA 93286

Number: 2

Date: 9/26/19

Job: 13-04354 Micham-FHS Aquatic Center

Phone:

Ph: (559)564-5010 Fax: (559) 564-5012 \$27.41 1.00 ea \$27.41 4x3 Poly Fusion Reducer \$105.80 \$5,29 20.00 3x20 Poly Pipe \$798.70 1.00 \$798.70 ea 4" Fig Plug Valve \$6.72 \$13.44 2.00 ea 4" Full Face Gasket \$0.78 \$12.48 16.00 ea Copper 5/8x3 Bolt \$0.24 \$3.84 16.00 ea 5/8 Hex Nut \$69.89 \$139.78 2.00 ea 4" Electro Fusion Coupling \$50,45 \$201.80 3" Electro Fusion Coupling 4.00 ea \$3.50 \$0.35 10.00 3/4x10 Pipe 5.00 \$5.50 \$27.50 60lb Sakrete Mix \$2.00 \$2.00 1.00 ea 3/4 PVC Tee \$1,50 \$6.00 4.00 ea 3/4 PVC Coupling SxS \$17.00 \$17,00 1.00 Pipe Wrap Tape \$65.00 \$65.00 1.00 ea Tracer Wire Yellow \$35.00 \$35.00 1.00 Christy Box \$21.20 \$21.20 1.00 Christy Box Lid \$975.00 6.50 \$150.00 yd Concrete \$0.65 \$2.60 4.00 ea 3/4 PVC Coupling \$0.30 \$1.80 6.00 ft 3/4 PVC Pipe \$75.00 \$150.00 2.00 hr Pipe Locator \$450.00 3.00 hr \$150.00 Video Camera Plumber 9/24/19 32.00 hr \$99.62 \$3,187.84 \$24,140.82 Subtotal: \$24,140.82 Subtotal: 10.00% \$2,414.08

 Overhead
 \$24,140.82
 10.00%
 \$2,414.08

 Profit
 \$26,554.90
 5.00%
 \$1,327.75

 Total:
 \$27,882.66

If you have any questions, please contact me at (559)651-1776.

Submitted by:	DANIELLE TWENTYMON
	AMERICAN INCORPORATED

Approved by:	
Date:	

MICHAM COST

Farmersville AC

T&M Gas Line O/T for Superintendent

Supervision for (6) Overtime Hours on September 19, 2019 @ \$142.50 per Hou	r \$	855.00	
Time and a half of \$95.00			
Subtotal	\$	855.00	
OH/P 10%	\$	85.50	
Total	S	940.50	



DATE: 9-18-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

NAME OF PROJECT: Farmersville Aquatic Center #370

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DATE: 9-19-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER: ORDER TAKEN BY: Khris Kendrick

5	www.nelchanerc.com	NAME OF PE	F PROJECT: Farmersville Aquatic Center #370					
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DATE: 9-20-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

<u> </u>	MMM'INJepanne Caus	NAME OF PE	ROJECT: Farmersville Aquatic Center #370					
	MATERIALS		DESCRIPTION OF WORK					
QTY	DESCRIPTION	COST	may be to desire a section					
	DESCRIPTION		Repaired the holes ma	de for ins	pection in	the		
			gas line. Dug for further					
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DATE: 9-23-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:
ORDER TAKEN BY: Khris Kendrick

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DATE: 9-24-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

NAME OF PROJECT: Farmersville Aquatic Center #370

MATERIALS   DESCRIPTION OF WORK	·		PROJECT: Farmersville Aquatic Center #370						
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On the East side of the road. The riew line is installed and the trench is backfilled.    SUBCONTRACTOR(S) / EQUIPMENT	QTY	DESCRIPTION	COST						
On the East side of the road. The riew line is installed and the trench is backfilled.    SUBCONTRACTOR(S) / EQUIPMENT				-	Tranched from new	eac value to	the east	inn	
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		TOTAL	<u> </u>	1				\$	20





DATE: 9-25-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick NAME OF PROJECT: Farmersville Aquatic Center #370

**DESCRIPTION OF WORK MATERIALS** QTY DESCRIPTION COST Finish backfill and pour concrete across the road and sidewalk. SUBCONTRACTOR(S) / EQUIPMENT American sevice 5 men 8 hours. TOTAL \$ LABOR HRS NAME RATE 0 0 \$ 0 0 0 \$ 0 -0 . * TOTAL \$ SUMMARY TOTAL SUB-COST / EQUIPMENT \$ TOTAL MATERIAL \$ TOTAL LABOR \$ SUBTOTAL \$ SUBTOTAL \$ OVERHEAD & PROFIT 15% \$ INSURANCE TAX TOTAL TOTAL \$





DATE: 9-26-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

MAME OF PROJECT: Farmersville Aquatic Center #370

	OJECT: Farmersville Aquatic Center	
ON OF WORK	DESCRIPTION	
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rea and strip forms.	Clean up work area a	
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COST / EQUIPMENT	TOTAL SUB-COST	\$ -
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# **CHANGE ORDER**

Owner:

**Farmersville Unified School District** 

Contract:

**Bid Package - 03 Sitework and Structures** 

Farmersville High School Aquatic Center

Contractor:

Oral E. Micham, Inc.

Change

Order No.:

FAC-BP03-011

Date: October 22, 2019

IF NOT PREVIOUSLY DIRECTED, THE CONTRACTOR IS HEREBY DIRECTED TO PERFORM THE WORK REQUIRED BY THIS CHANGE ORDER.

DESCRIPTION OF AGREED CHANGES IN WORK OR CONTRACT (attach pages, if necessary):

COR #34 - Gas Line Investigation T&M Basis

\$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT PRICE FOR THIS CHANGE ORDER: \$ 31,182.00

TOTAL ADJUSTMENT TO CONTRACT TIME FOR THIS CHANGE ORDER: 0 Days

SUMMARY OF ADJUSTMENTS TO CONTRACT PRICE:

 Original Contract Price:
 \$ 3,409,000.00

 Prior Change Order Totals:
 \$ 310,386.00

 This Change Order Adjustment!
 \$ 31,182.00

 New Contract Price:
 \$ 3,750,568.00

SUMMARY OF ADJUSTMENTS TO TIME FOR COMPLETION:

Original contract time:

Prior change order adjustments to contract time:

This change order's adjustment to contract time:

Adjusted contract time:

260 Calendar Days
0 Calendar Days
298 Calendar Days

THE COMPENSATION (TIME AND COST) SET FORTH IN THIS CHANGE ORDER COMPRISES THE TOTAL COMPENSATION DUE THE CONTRACTOR FOR THE CHANGE DEFINED IN THE CHANGE ORDER, INCLUDING EXTRA WORK AND IMPACT ON UNCHANGED WORK. ACCEPTANCE OF THIS CHANGE ORDER CONSTITUTES A FULL AND COMPLETE ACCORD AND SATISFACTION OF ANY AND ALL CLAIMS BY CONTRACTOR ARISING OUT OF OR RELATING TO THE WORK AND ISSUES COVERED BY THE CHANGE ORDER, INCLUDING BUT NOT LIMITED TO CLAIMS FOR CONTRACT BALANCE AND RETENTION, TIME, EXTENDED FIELD, HOME OFFICE OR OTHER OVERHEAD, ALL ACCELERATION, IMPACT, DISRUPTION AND DELAY DAMAGES, ANY AND ALL OTHER DIRECT AND/OR INDIRECT COSTS, CLAIMS BY SUBCONTRACTORS AND SUPPLIERS, AND ANY AND ALL OTHER CLAIMS AGAINST THE OWNER FOR TIME OR MONEY, FROM ANY SOURCE AND UNDER ANY LEGAL THEORY WHATSOEVER, AS

TO THE SUBJECT OF THIS CHANGE ORDER. NO SIGNATURE UNDER PROTEST OR ACCOMPANIED BY RESERVATION OF RIGHTS OR PROTEST LANGUAGE, OR ANY OTHER ATTEMPTS TO AVOID SUCH WAIVER SHALL BE OF ANY FORCE OR EFFECT WHATSOEVER. NO ADDITIONS OR DELETIONS TO THIS CHANGE ORDER SHALL BE ALLOWED, EXCEPT WITH WRITTEN PERMISSION OF OWNER. NO LANGUAGE CONTAINED IN BACKUP MATERIAL TO ANY CHANGE ORDER SHALL CONSTITUTE A WAIVER OF THIS REQUIREMENT, AND SUCH BACKUP MATERIAL SHALL BE INTERPRETED AS THOUGH SUCH LANGUAGE DOES NOT EXIST.

This Change Order is hereby agreed to, accepted, and approved, and will be binding and enforceable upon approval by the Owner's governing body.

On behalf of Owner:	On behalf of Contractor:
	VICE PRESIDENT
Title	Title
	STEVE TINDLE
Name	Name
	We man
Signature	Signature
	10-28-19
Date	Date
ı	I
On behalf of Architect:	,
AOR	
Title	
FELIPE CEBALLOS	
Name Velin Challes	1
elija Ciballos	,
Signature	
10/22/19	[
Date	



October 21, 2019

Intergrated by Designs by SOMAM Inc. 6011 N. Fresno St., Suite 30 Fresno, CA 93710

RE: Farmersville High School Aquatic Center COR #034

Dear Mike,

The following cost was done on a T&M basis for the investigation of the gas line and the associated work herin on the attached.

American INC - Sec	\$	27,882.65	
OEM - See attached	\$	940.50	
Subtotal		\$	28,823.15
O&P	5.00%	\$	1,441.16
Subtotal		\$	30,264.31
B. Risk	1.00%	\$	302.64
Subtotal		\$	30,566.95
Liability	1.00%	\$	305.67
Subtotal		\$	30,872.62
Bond	1.00%	\$	308.73
		Contraction of the Contraction o	
	<b>Total COR 034</b>	\$	31,182.00

Please contact our office if you have any questions

Classedu

Vice President

Oral E. Micham, Inc.

#### American Incorporated

1345 N. American Street Visalia, CA 93291 Ph: 559-651-1776

#### Change Request

To: Adrianna Coronado MICHAM INC. P.O. BOX 745

WOODLAKE, CA 93286

Ph: (559)564-5010 Fax: (559) 584-5012

Number: 2 Date: 9/26/19

Job: 13-04354 Micham-FHS Aquatic Center

Phone:

Description: Gas Line Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

9/18/19 - Investigated gas line; used pipe locator to try to locate valve on gas line locator - no gas line found crossing the fire line to aquatic area; backfilled hole by water shut off valve.

9/19/19 - Started at point of connection to existing gas line, cut open gas line, and located gas line to tee; dug up tee under concrete and cut out section of gas after tee to locate gas line capped under asphalt in fire lane; continued digging to locate gas supply from existing gas next to kitchen.

9/20/19 - Did demo next to cafeteria and dug up area looking for gas line; opened up asphalt on east side of fire lane and dug approximately 5' deep looking for other side of gas line; repaired sewer that was cut through with flat saw; began backfilling in several spots and prepared for concrete pour back.

9/23/19 - Did demo on southeast corner of kitchen and dug up gas line for tee Install; laid out demo crew for saw cutting and demo; finished prep on second trench dowels, backfilled, and formed board; installed tee and valve equipment; tested for leaks and bled kitchen equipment.

9/24/19 - Fixed trench and installed 50' of poly pipe line from new gas valve to existing connection under asphalt and tested; demo, dug, and exposed trench to install gas line; backfilled and cleaned work area.

9/25/19 - Prepped and poured 6 1/2 yards of concrete at sidewalk next to kitchen sidewalk on road, and asphalt area on road.

9/26/19 - Cleaned up job site and repaired sprinkler PVC line.

Work performed by us:				
Description	Quantity	Unit	Unit Price	Price
Plumber 9/18/19	8.00	hr	\$99.62	\$796.96
Plumber 9/19/19	24.00	hr	\$99.62	\$2,390.88
Plumber OT 9/19/19	6.00	hr	\$149.43	\$896.68
Plumber 9/20/19	30.75	hr	\$99.62	\$3,063.32
Plumber OT 9/20/19	1.25	hr	\$149.43	\$188.79
Demo 9/20/19	29.00	hr	\$72.14	\$2,092.06
Plumber 9/23/19	38.00	hr	\$99.62	\$3,785.56
Plumber 9/25/19	40.00	hr	\$99.62	\$3,984.80
Plumber 9/26/19	2,00	hr	\$99.62	\$199.24
4" Heavy Duty No Hub Band	2.00	<b>ea</b>	\$8.36	\$16.72
DF DWV Pipe	4.00	A	\$3,92	\$15.68
Rebar	20.00	R	\$1.50	\$30.00
Concrete	1.00	yd	\$150.00	\$150.00
4" Poly Fusion Tee	1.00	68	\$38.95	\$38.95
4" Poly Fusion 90 Elbow	2.00	ea	\$35.24	\$70.48
4" Fig Adapt	1.00	68	\$46.91	\$46.91
4x20 SDR11 Poly Gas Pipe	20.00	ft	\$6.41	\$128.20

#### American Incorporated

1345 N. American Street Visalia, CA 93291 Ph : 559-651-1776

# Change Request

To: Adrianna Coronado MICHAM INC. Number: 2 Date: 9/26/19

P.O. BOX 745 WOODLAKE, CA 93286 Job: 13-04354 Micham-FHS Aquatic Center

Phone:

Ph: (559)564-5010 Fax: (559) 564-5012

4x3 Poly Fusion Reducer	Marit attention to temperate the temperate to the tempera	1.00	ea	\$27.41	\$27.4
3x20 Poly Pipe		20.00	n	\$5.29	\$105.8
4" Fig Plug Valve		1.00	ea	\$798.70	\$798.7
4" Full Face Gasket		2.00	88	\$6.72	\$13.4
Copper 5/8x3 Bolt		16.00	ea	\$0.78	\$12.4
5/8 Hex Nut		16.00	63	\$0.24	\$3.8
4" Electro Fusion Coupling		2.00	88	\$69.89	\$139.7
3" Electro Fusion Coupling		4.00	ea	\$50.45	\$201.86
3/4x10 Pipe		10.00	ft	\$0.35	\$3.50
60tb Sakrete Mix		5.00	ea	\$5.50	\$27.50
3/4 PVC Tee		1.00	ea	\$2.00	\$2.0
3/4 PVC Coupling SxS		4.00	ea	\$1.50	\$6.0
Pipe Wrap Tape		1.00	ea	\$17.00	\$17.0
Tracer Wire Yellow		1.00	ea ·	\$65.00	\$65.0
Christy Box		1.00	ea	\$35.00	\$35.0
Christy Box Lid		1.00	68	\$21.20	\$21.2
Concrete		6.50	yd	\$150.00	\$975.0
3/4 PVC Coupling		4.00	ea	\$0.65	\$2.6
3/4 PVC Pipe		6.00	ft	\$0.30	\$1.8
Pipe Locator		2.00	hr	\$75.00	\$150.0
Video Camera		3.00	hr	\$150.00	\$450.0
Plumber 9/24/19		32.00	hr	\$99.62	\$3,187.8
110000000000000000000000000000000000000				Subtotal:	\$24,140.8
			i di Militari di Militari kantanya andi di Kamatani	Subtotal:	\$24,140.8
	Overhead	\$	24,140.82	10.00%	\$2,414.0
	Profit	\$	26,554.90	5.00%	\$1,327.7
				Total:	

Submitted by:	DANIELLE TWENTYMON	Approved by:	
Cubinities by.	CAMPETER I LAMIA I MACA	· ·ppro-mamj.	
	AMERICAN INCORPORATED	Date:	

#### **MICHAM COST**

# Farmersville AC

# **T&M** Gas Line O/T for Superintendent

Supervision for (6) Overtime Hours on September 19, 2019 @ \$142.50 per Hour	\$	855. <b>00</b>	
Time and a half of \$95.00			
Subtotal	\$	855.00	
OH/P 10%	\$	85.50	
Total	Ś	940.50	



DATE: 9-18-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

NAME OF PROJECT: Farmersville Aquatic Center #370

				DESCRIPTION OF WORK				
MATERIALS				DESCRIPTION	I UF W	UKK		
QTY	DESCRIPTION	COST						
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DATE: 9-19-19 WORK ORDERED BY: Mike Adams

ADDRESS: 631 E Walnut Ave T&M DAY NUMBER: ORDER TAKEN BY: Khris Kendrick

P D Ban 203 Woodshir, CA 9-2285 www.midnhanumd.quoro	ORDER TAK	ORDER TAKEN BY: Khris Kendrick					
and a determination in the desire	NAME OF P	ROJECT: Farmersville Aquatic Center #370					
MATERIALS		DESCRIPTION OF WORK					
QTY DESCRIPTION	COST						
		Dug up parts of the gas line for explora	tion				
		. purposes.					
		*					
		SUBCONTRACTOR(S) / EQUIPM	ICMT				
		308CONTRACTOR(S) / EQUIPIV	IEM I				
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		TOTAL MATERIAL	3 5 -				
		SUBTOTAL					
SUBTO	ALS -	OVERHEAD & PROFIT 159					
т	AX	INSURÁNCE					
TOT	TAL	TOTAL	\$ -				



DATE: 9-20-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:
ORDER TAKEN BY: Khris Kendrick
NAME OF PROJECT: Farmersville Aquatic Center #370

T	WWW.Incompanie Co.	NAME OF PE	ROJECT: Farmersville Aquatic Cen				
	MATERIALS		DESCRIPTION	V OF W	ORK		
QTY	DESCRIPTION	COST					
			Repaired the holes made for inspection in the				
			gas line. Dug for further	the			
		,	street and the sidev	valk at th	e kitchen.		
					<del>Control Charles Charles Control Charles</del>		
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			SUBCONTRACTOR	(S) / EC	ZUIPME	NT	
			American 3 men 9	hours.		un	
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			MD Concrete cutting 4 m	en 8 hou	rs.	mo	
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					UBTOTAL		
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	TA TOTA			, 114	TOTAL		
l .	1017	14			1 25 1 2 2 2	1 7	

		DATE: 9-23-	RK ORDERED BY: Mike Adams RESS: 631 E Walnut Ave A DAY NUMBER: DESCRIPTION OF WORK  COST  Search for gas line, found the line and cut and ad a valve and T. The demo man cut the sidewalk a roadway to make way for a path to be cut.  SUBCONTRACTOR(S) / EQUIPMENT American service 1 man 8 hours. American service 4 men 5 hours.  MD Saw cutting 1 man 8 hours.  American plumber 1 man 2 hours.  TOTAL \$  LABOR  NAME  HRS  RATE  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O  S  O					
	AMICHAM _{INC} SANT I	WORK ORDE	RED BY: Mike Ad	lams				
	GRAL E. MICHAM INC.	ADDRESS: 63	31 E Walnut Ave			**************************************		
	ENERAL BUNDING CONTRACTOR	T&M DAY N	JMBER:					
COMMENCIAL	(559) 564-5010 HILLSTEIL (559) 564-5010 HILLSTEIL	ORDER TAKE	N BY: Khris Kend	rick				
<u> </u>	www.cdchepong.gpm	NAME OF P	OJECT: Farmers	rille Aquatic Cent	er #370			
	MATERIALS			DESCRIPTION	OF W	ORK		
QTY	DESCRIPTION	COST						
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DATE: 9-24-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

NAME OF PROJECT: Farmersville Aquatic Center #370

7	N N	AME OF PRO	DJECT:	Farmersville Aquatic C				
MATERIALS				DESCRIPTI	ON OF W	ORK		
QTY	DESCRIPTION	COST						
				Trenched from new	nac value to	the rat li	MD	Marie - 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1
				on the East side of t	he road. The	new line	is	
				installed and the				
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				SUBCONTRACTO	DR(S) / EC	ZUIPME	NT	
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***************************************	TOTAL					TOTAL	\$	-





DATE: 9-25-19
WORK ORDERED BY: Mike Adams
ADDRESS: 631 E Walnut Ave
T&M DAY NUMBER:
ORDER TAKEN BY: Khris Kendrick

L	O, Bas 745 Wouldake CA 932Mi Wow.microming.com	OKDI	E OF DO	ROJECT: Farmersville Aquatic Center #370					
SASTEDIALE			CUPPR					-	
MATERIALS			OST	DESCRIPTION OF WORK					
QTY	DESCRIPTION		051	Finish backfill and pour concrete across the re					
					and sidewalk.	(41033 6110			
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DATE: 9-26-19 WORK ORDERED BY: Mike Adams ADDRESS: 631 E Walnut Ave

T&M DAY NUMBER:

ORDER TAKEN BY: Khris Kendrick

P.O. Box 748 Woodship, CA 93296 Work, Michaeline, Com NAME OF PROJECT: Farmers ville Aquatic Center #370								
MATERIALS			DESCRIPTION OF WORK					
QTY	DESCRIPTION	COST						
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# **CASAS Implementation Agreement**

Home ► New Agency Agreement ► CIA 2019-20 ► Implementing the CASAS Online System ► CASAS Implementation Agreement ► To respond to questions or statements, click here.

# Thank You!

Your CASAS Implementation Agreement has been submitted.

- 1. Click **Continue** (below) to display your completed form.
- 2. Use the **Ctrl + P** key-command to print a copy of your agreement, or save a copy to your computer by selecting Adobe PDF (if available).
- 3. Your training in this module is complete with submission of this agreement.

Don't forget to check your progress toward implementing the CASAS Online System with the "Going Live" Checklist.

Continue

#### **ADMINISTRATION**

Questionnaire administration

To respond to questions or statements, click here.

Module administration

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